

SAGE PROPERTIES CORP.

PRINCE OF PEACE MANOR AND HARBOUR

AND

UNITED NURSES OF ALBERTA

LOCAL #504

EXPIRY: MARCH 31, 2023

NUMERICAL INDEX

Preamble	1
Article 1: Term of the Collective Agreement	1
Article 2: Definitions	2
Article 3: Recognition	3
Article 4: Management Rights	3
Article 5: Dues, Deductions and Union Business	4
Article 6: No Discrimination	5
Article 7: Hours of Work and Shift Scheduling Provisions	5
Article 8: Overtime	9
Article 9: Grievance Procedure	9
Article 10: Arbitration	11
Article 11: Probationary Period and Orientation	12
Article 12: Seniority	13
Article 13: Evaluations and Personnel File	14
Article 14: Promotions, Transfers and Vacancies	14
Article 15: Layoff and Recall	17
Article 16: Temporary Assignment	19
Article 17: Vacations with Pay	19
Article 18: Named Holidays	21
Article 19: Sick Leave	22
Article 20: Workers' Compensation	23
Article 21: Employee Benefits	24
Article 22: Leaves of Absence	25
Article 23: Discipline, Dismissal and Resignation	29
Article 24: No Strike or Lockout	30
Article 25: Salaries	30
Article 26: Recognition of Previous Experience	31
Article 27: Part-Time, Temporary and Casual Employees	31
Article 28: Professional Development	36
Article 29: Professional Responsibility Committee	37
Article 30: Occupational Health and Safety	37
Article 31: Job Description	38
Article 32: Copies of the Collective Agreement	38
Letter of Understanding #1 RE: First Collective Agreement Implementation	39
Letter of Understanding #2 RE: On-Call Duty/Call Back	42
Letter of Understanding #3 RE: Shift Differential and Weekend Premiums	44
Letter of Understanding #4 RE: Pension Plan	45
Salary Appendix	46

ALPHABETICAL INDEX

Arbitration (Article 10).....	11
Copies of the Collective Agreement (Article 32).....	38
Definitions (Article 2).....	2
Discipline, Dismissal and Resignation (Article 23).....	29
Dues, Deductions and Union Business (Article 5).....	4
Employee Benefits (Article 21).....	24
Evaluations and Personnel File (Article 13).....	14
Grievance Procedure (Article 9).....	9
Hours of Work and Shift Scheduling Provisions (Article 7).....	5
Job Description (Article 31).....	38
Layoff and Recall (Article 15).....	17
Leaves of Absence (Article 22).....	25
Letter of Understanding #1 RE: First Collective Agreement Implementation.....	39
Letter of Understanding #2 RE: On-Call Duty/Call Back.....	42
Letter of Understanding #3 RE: Shift Differential and Weekend Premiums.....	44
Letter of Understanding #4 RE: Pension Plan.....	45
Management Rights (Article 4).....	3
Named Holidays (Article 18).....	21
No Discrimination (Article 6).....	5
No Strike or Lockout (Article 24).....	30
Occupational Health and Safety (Article 30).....	37
Overtime (Article 8).....	9
Part-Time, Temporary and Casual Employees (Article 27).....	31
Preamble.....	1
Probationary Period and Orientation (Article 11).....	12
Professional Development (Article 28).....	36
Professional Responsibility Committee (Article 29).....	37
Promotions, Transfers and Vacancies (Article 14).....	14
Recognition (Article 3).....	3
Recognition of Previous Experience (Article 26).....	31
Salaries (Article 25).....	30
Salary Appendix.....	46
Seniority (Article 12).....	13
Sick Leave (Article 19).....	22
Term of the Collective Agreement (Article 1).....	1
Temporary Assignment (Article 16).....	19
Vacations with Pay (Article 17).....	19
Workers' Compensation (Article 20).....	23

COLLECTIVE AGREEMENT made this 13th day of May 2022.

BETWEEN

PRINCE OF PEACE MANOR AND HARBOUR

(hereinafter referred to as the “Employer”)

AND

THE UNITED NURSES OF ALBERTA

Local #504

(hereinafter referred to as the “Union”)

PREAMBLE

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees, the Parties shall endeavor to find resolution to issues in a manner which is prompt, fair and reasonable and consistent with the terms of this Collective Agreement.

AND WHEREAS the parties agree to work together for the efficient maintenance of high-quality services and living environment which will provide security, privacy, dignity, independence and a sense of community for the Residents.

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2023, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.

- 1.02 This Collective Agreement shall remain in full force and effect until either party to this Collective 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 “Arbitration” shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, C. L-1 and Regulations* dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix exclusive of all other allowances and premium payments.
- 2.03 “Cycle of the Shift Schedule” shall mean the period of time when the Shift cycle repeats itself and the cycle shall not exceed 12 weeks.
- 2.04 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Shift Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Shift Scheduling Provisions.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or
- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than 18 months; or

- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

2.05 “Pay Period” shall mean two (2) consecutive calendar weeks.

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

2.07 “Shift” means a daily tour exclusive of overtime hours.

2.08 (a) “Union” shall mean the United Nurses of Alberta.

(b) “Local” shall mean the Local #504 branch of the Union.

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

ARTICLE 3: RECOGNITION

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

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

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

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

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

- (a) to determine and establish policies and procedures for the care, welfare, safety and comfort of the residents of Prince of Peace;
- (b) to maintain order and efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its Employees;
- (c) to hire, transfer, layoff, recall, promote, demote, create classifications, assign duties, discharge, suspend, or otherwise discipline Employees for just cause;
- (d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of machines to be used, the methods of operating and control of materials or goods to be used;
- (e) to have the right to plan and direct the work of the Employees and the operations of the Employer.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a bi-weekly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.
- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Union dues shall be deducted on a bi-weekly or monthly basis depending upon the pay system of the Employer and submitted to the Union in accordance with Article 5.01(a).
- 5.04 The Employer shall provide a bulletin board for the exclusive use of the Local, and for the sole purpose of posting information related to the Local's activities. All posted documents must be approved by the General Manager or Health and Wellness Manager.

- 5.05 (a) A representative of the Local shall have the right to make a presentation of up to 30 minutes at the orientation for new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory and a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing at least two weeks in advance of the requested leave and the Employer's reply shall be given in writing.
- (b) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee. The Employer shall invoice the Union and the Union shall reimburse the Employer within 45 days of receipt of Employer's invoice.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SHIFT SCHEDULING PROVISIONS

Regular Hours of Work

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) 7.50 consecutive hours per day;
- (ii) 75 hours in a two (2) week period averaged over one (1) complete Cycle of the Shift Schedule.

- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) paid rest periods of 15 minutes during each full working Shift of 7.50 hours; or
 - (ii) include, as scheduled by the Employer, one (1) paid rest period of 15 minutes during each half Shift of not less than four (4) hours; and
 - (iii) exclude an unpaid meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours and such meal period shall be uninterrupted.
- (c) Employees recalled to duty during their meal period or rest period or unable to take a rest or meal period, shall be given the remaining time in their meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the time missed on the meal period or rest period as follows:
 - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8: Overtime.
- (d) The change from standard time to Daylight Saving Time, and vice versa, will not affect the paid hours of any Employee. Any Employee who works the Shift, in which the change-over occurs, will be paid as if they had worked the regular hours as defined in Article 7: Hours of Work and Shift Scheduling Provisions.

7.02 *Shift Schedules*

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week.
- (b) "Days of Rest" for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Shift Scheduling Provisions.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.02(a).

- (d) The Shift patterns which may be available are:
- (i) permanent days;
 - (ii) permanent evenings (only by request of Employee);
 - (iii) permanent nights (only by request of Employee);
 - (iv) evenings and days rotation;
 - (v) nights and evenings (only by request of Employee);
 - (vi) nights and days rotation.

An application in response to a position posted with Shift patterns (ii), (iii) or (v) constitutes an Employee request for the purposes of this section.

- (e) Except by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 15 hours off duty between scheduled Shifts;
 - (ii) at least two (2) consecutive days of rest per week averaged over one (1) complete Cycle of the Shift Schedule;
 - (iii) days of rest on half of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean the Saturday and the following Sunday, assuring a minimum of 56 hours off duty;
 - (iv) not more than six (6) consecutive scheduled days of work.

7.03 *Schedule Posting*

- (a) Shift schedules shall be posted 8 weeks in advance;
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Local.
- (c) A copy of the Shift schedule shall be provided to the Union and/or Local, upon request.

7.04 *Schedule Changes*

- (a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked on what would

otherwise have been the Employee's designated days of rest, unless 3 days' notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the Shift schedule. Where the Employee and Employer mutually agree to the change, the requirements of 3 days' notice of change shall not apply.

- (b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled Shift, but not the Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked during the first Shift of the changed schedule, unless 3 days' notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the Shift schedule. Where the Employee and Employer mutually agree to the change, the requirements of 3 days' notice of change shall not apply.

7.05 *Employee Shift Exchange*

- (a) Employees may exchange Shifts among themselves, provided that:
 - (i) the exchange is agreed to in the scheduling system, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Health and Wellness Manager or Designate; and
 - (iii) the Employer's reply shall be on the scheduling system;
 - (iv) such Shift exchange shall not incur overtime pay.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

7.08 *Reporting Pay*

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's Basic Rate of Pay, exclusive of Shift differential and weekend premium payments.
- (b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's Basic Rate of Pay, exclusive of Shift differential and weekend premium

payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

- (c) No Employee shall receive payment for both 7.08(a) and 7.08(b) concurrently.

ARTICLE 8: OVERTIME

- 8.01
 - (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.50 hours per day or on scheduled days of rest.
 - (b) The Employer shall designate an individual in the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
 - (c) The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked. The overtime worked is to be paid to the Employee on their paycheck as soon as reasonably possible by the Employer.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 The Employer shall endeavour to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 Definition of Time Periods

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

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

(a) Step 1 – Complaint Resolution (Immediate Supervisor)

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

(b) Step 2 – Grievance Resolution

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

(c) Step 3

The written grievance, within seven (7) days of receipt of the decision of the General Manager and HR Designate under Step 2, may be advanced to the General Manager and HR Designate. The decision of the General Manager and HR Designate shall be communicated, in writing, to the Local within seven (7) days of the submission.

Should satisfactory resolution of the matter not be achieved it may be submitted to Arbitration within ten (10) days of the decision in Step 3.

Alternatively, and by written agreement, the Employer and the Union may choose to have any dispute resolved by independent mediation. The parties will share equally the fees and expenses, if any, of the mediator.

(d) Step 4 (Arbitration)

If the decision of the General Manager and HR Designate is not acceptable to the Local, it may submit the grievance to Arbitration as hereinafter provided within seven (7) days of receipt of the decision from the General Manager and HR Designate.

9.03 **Disputes Between the Parties**

- (a) If a dispute directly affects two or more Employees, it may be identified as a “Group Grievance” and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A “Policy Grievance” is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated in writing at Step 2 to the Health and Wellness Manager or designate or Local 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 occurrence of the act causing the grievance.

9.04 **Default**

Should the Employer or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered abandoned by the party failing to meet their time limit unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 **Meetings**

- (a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting or Step described in this Article.
- (b) If a meeting is held at Step 1, an Employee shall have the right to be accompanied by a Local Representative.
- (c) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference.
- (d) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer’s premises.

ARTICLE 10: ARBITRATION

10.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing to its intention to do so within ten (10) days of the decision at Step 3; and

- (a) name its appointee to the Arbitration Board; or
- (b) request the appointment of a single arbitrator.

- 10.02 Within ten (10) days after receipt of notification provided for in Article 10.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or
 - (b) agree to the appointment of a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 10.03 Where appointees to a Board have been named by the parties, they shall, within 21 days, endeavor to select a mutually acceptable chairperson for the Arbitration Board.
- 10.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall endeavor to meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.
- 10.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 10.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 10.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 10.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 10.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked.

- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. This orientation shall include general facility orientation.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:

service as a bargaining unit Employee in direct nursing care or nursing instruction.

provided there was no break in the Employee's service for longer than six (6) months.
- 12.02 Seniority shall be considered in determining:
- (a) selection of newly created Shift schedules of the same full-time equivalency, by Regular Employees, subject to Article 7: Hours of Work and Shift Scheduling Provisions.
- (b) Promotion and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers and Vacancies;
- (c) Layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) Approval of vacation times subject to the provisions specified in Article 17: Vacations with Pay.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee's employment ceases with the Employer;
- (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.

12.04 Seniority Lists

(a) The Employer shall provide to the Union on a quarterly basis or upon request, a Seniority List in an electronic file in accordance with the UNA Report Template. There shall be one (1) file per bargaining unit, and one (1) row per Employee. Any changes to the Template Report must be mutually agreed.

(b) Correction of Seniority Lists

The Union or Local may question or grieve any inaccuracy in the seniority list within 30 days of it being sent.

(c) Seniority Tie-Breaking

Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual rankings.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) The Employer shall strive to provide each Employee in writing a yearly evaluation.

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

(c) An Employee who has not received an evaluation in the last 12 months may request one. Such request shall be granted in a timely manner.

13.02 (a) The Employee may view their personnel file by appointment made at least two (2) working days in advance, exclusive of Saturdays, Sundays, and Named Holidays.

(b) When examining the personnel file, an Employee may, at their option, be accompanied by a Local and/or Union representative of their choice.

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

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

14.01 (a) The Employer shall post notices of vacancies they intend to fill for all regular and temporary positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.

- (b) When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the Employer may assign an Employee, at their discretion. The assignment shall be made on a temporary or casual basis only.
- (c) All postings shall include:
 - (i) a general description of the work;
 - (ii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position (FTE shall be listed for informational purposes only);
 - (iii) the commencement date for the position which may be altered by mutual agreement between the Employee and the Employer.
 - (v) For temporary positions, the notice of vacancy shall also indicate the expected term.

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

- (d) (i) A temporary position is defined as a specific job of limited term exceeding three (3) months duration or a leave of absence granted for a period of longer than three (3) months.
- (ii) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.
- (iii) An Employee accepting a temporary position shall not be eligible to apply on other temporary position(s) until the expiry of the term of the temporary position unless an opportunity arises which allows the Employee to apply on a temporary full-time position or a temporary position that would provide an increase in their FTE.
- (e) An Employee occupying a temporary position shall be returned to their former position.
- (f) Vacancies shall be filled through a single competition, first to Employees within the bargaining unit. If no bargaining unit Employee is successful as per Article 14.03, the Employer may post the job externally.
- (g) Applications for vacancies shall be made to the Employer in writing and shall specify the posting number.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
 - (ii) a leave of absence granted for a period known to be longer than three (3) months;
- shall be posted in accordance with Article 14.01.
- 14.03 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- 14.04 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. The Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.
- 14.05 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in their former position.
- 14.06 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of a promotion, transfer, or vacancy.
- 14.07 At the time of hire, or transfer, or change of category in accordance with Article 30.01, 30.02 or 30.03, the successful applicant under 14.04 and any newly hired Employees in the bargaining unit shall receive a letter which shall include the following:
- (a) category (regular, temporary or casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle (and FTE for informational purposes only);
 - (d) date of hire and transfer (if applicable); and
 - (e) increment level.

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

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, “ability to perform the work” shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

15.02 **Notice**

In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail who are laid off 14 calendar days prior to the layoff, and shall forward to the Union and Local a copy of the notice of layoff forthwith, except that the 14 calendar days’ notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

15.03 **Order of Layoff**

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

15.04 **Displacement**

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

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

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the ability to perform the work. Such recall shall apply only to work periods of longer than 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavor to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the work before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by e-mail and/or telephone as agreed by the Employee and, if such is not possible, by registered letter sent either by mail or courier to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the e-mail and/or telephone call or the date the letter was registered.

- (d) Employees who refuse the recall to a position of equal status and full-time equivalency shall adversely affect their recall rights.

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

ARTICLE 16: TEMPORARY ASSIGNMENT

16.01 Temporary Assignment

When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional \$2.00 per hour.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article:

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

17.02 Vacation Entitlement

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

Staff Nurse

- (i) during the 1st to 4th years of such employment, an Employee earns a vacation of 10 working days;

- (ii) during each of the 5th to 12th years of employment, an Employee earns a vacation of 15 working days;
- (iii) during each of the 13th to 17th years of employment, an Employee commences to earn vacation with pay at the rate of 20 working days per year;
- (iv) during each of the 18th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year.

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by February 1st of each year. Where an Employee submits their vacation preference by March 1st of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by March 15th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after March 15th for vacation, the Employer shall consider the request on a first come first served basis and indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward 5 days of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
 - (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.

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

17.04 If an Employee is terminated or resigns the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay as per the *Employment Standards Code R.S.A. 2000 c. E-9*.

ARTICLE 18: NAMED HOLIDAYS

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

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

The intent is that there shall be no more than ten (10) designated Named Holidays each calendar year during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday will be discussed by the parties.

- (b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

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

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

18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1.5X the Employee's Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time.

- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

18.04 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.

ARTICLE 19: SICK LEAVE

19.01 All Regular Employees who have completed probation, will earn a two percent (2%) premium on all earnings in lieu of a sick leave plan.

The premium payment will be accumulated in the Employee's paid sick leave bank.

Employees can choose to have this premium paid at the Employee's Basic Rate of Pay to them by one of the following methods:

- (a) as part of the Employee's regular pay cheque, or
- (b) as an accumulation, in which case, it is paid if requested by the Employee because they are absent from work due of circumstances beyond their control, including illness, to the extent of the Employee's accumulated premium. An Employee's paid sick leave bank can be carried over from year to year to a maximum of \$6,000. Any balance above \$6,000 would be paid to the Employee in the month of December, or
- (c) as an annual payment in the month of December.

19.02 Employees can change their choice of how the premium is paid to them by advising the Employer, in writing, in November of any year, of the new choice. The amended choice would then become effective in January of the following year.

19.03 If employment concludes, any money which has accumulated is paid as part of your final pay.

19.04 Employees may be required to submit satisfactory proof to the Employer or its agent of any illness, non-occupational accident or quarantine.

- 19.05 (a) An Employee who has been receiving Long-Term Disability (LTD) benefits and who is able to return to work and who is:
 - (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same

position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

- (b) An Employee who does not qualify for LTD benefits and who exhausts their sick leave bank during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.

19.06 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Shift Scheduling Provisions and 14: Promotions, Transfers and Vacancies.

ARTICLE 20: WORKERS' COMPENSATION

20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).

20.02 An Employee receiving compensation benefits under Clause 20.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn vacation after 30 days of being in receipt of WCB;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

20.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) Capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held immediately prior to the disability with benefits that accrued prior to the disability.

- (b) Incapable of performing the duties of their former position and/or classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 21: Employee Benefits, or Article 19: Sick Leave.

20.04 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Shift Scheduling Provisions and 14: Promotions, Transfers and Vacancies.

ARTICLE 21: EMPLOYEE BENEFITS

21.01 Effective February 1, 2022 (before the date of ratification) or if not operationally possible no later than March 1, 2022 the Employer will provide a Health Benefits Plan as outlined in 21.04.

21.02 (a) Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

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

21.03 The Employer will issue enrollment forms and shall distribute to all Employees brochures and other relevant information concerning the above plan, upon hiring and when there are changes to the plan.

21.04 In accordance with Article 21: Employee Benefits, the Employer's plan will provide for the following:

Eligible for Regular Employees and their qualified dependents.

Employee Benefits	Nursing Employees – UNA
Waiting Period	450 hrs
Eligibility	Equal to or greater than 18.75 hours per week.
Cost Sharing - Employer paid portion	Employee 20% and Employer 80% for all except LTD which is 100% Employee paid.
Dependent Child	Up to age 21 only
Life Insurance	\$20,000 coverage - mandatory
Reduction	50% at age 65
Termination	Age 70
Dependent Life Insurance	Spouse \$3,000 child \$1,500

Employee Benefits	Nursing Employees – UNA
LTD	60% of monthly salary - \$4,500 per month maximum benefit
Elimination Period	120 days
Duration Own Occupation	24 Months
Extended Health Care	
Deductible	Nil
Coinsurance	85%
Paramedical	75%; \$750 all practitioners combined
Chiropractor; Massage; Naturopath; Osteopath; Physiotherapy; Podiatrist; Psychologist; Speech Therapist	Yes
Hearing Aids	\$500 Lifetime
Orthotics	\$400 per 3 calendar year
Drugs	
Deductible	Nil
Coinsurance	85%
Vision (including eye exams)	\$250 every 24 months
Deductible	Nil
Coinsurance	85%
Dental Care	
Deductible	Nil
Coinsurance	85%
Maximum	\$2,000
Major Restorative	N/A
Orthodontia	N/A
Recall	9 months

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged.

Applications shall indicate the date of departure on leave and the date of return.

- (b) Where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, and the health-related portion of maternity leave, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave bank and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) An Employee, upon return to work from a leave of absence of six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined by the Employer in consultation with the Employee.

22.02 **General Leave**

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

22.03 **Bereavement Leave**

Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (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.

22.04 **Maternity Leave**

- (a) An Employee who has completed 90 days of employment shall, upon written request provide at least two (2) weeks advance notice where possible, be

granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave no later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave bank with pay (as outlined in Article 19: Sick Leave), EI SUB Plan benefits or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave bank with pay (as outlined in Article 19: Sick Leave), EI SUB Plan benefits or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave bank with pay (as outlined in Article 19: Sick Leave), EI SUB Plan benefits or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) An Employee on such leave shall provide the Employer with at least three (3) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held immediately prior to taking leave, at not less than the same step in the pay scale and other benefits that accrued up to the date the Employee commenced leave.
- (f) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

22.05 **Adoption/Parental Leave**

- (a) An Employee who has completed 90 days of employment, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least three (3) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by them immediately prior to taking leave at not less than the same step in the pay

scale and other benefits that accrued to the Employee up to the date the leave commenced.

- (b) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) days' notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

22.06 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
 - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Shift Scheduling Provisions.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.07 **Military Leave**

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

22.08 **Other Unpaid Leaves of Absence**

For the term of the Collective Agreement, the Employer agrees to adhere to the legislative requirements as amended from time to time under the Employment

Standards Code regarding Compassionate Care Leave, Critical Care Leave, Death or Disappearance of a Child Leave, and Domestic Violence Leave.

The Employer reserves the right to pay an Employee for regular scheduled hours lost due to attendance at their Canadian Citizenship Ceremony. This is at the Employer's discretion.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01 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 the Employee has not received any further written discipline.
- 23.02 The procedure stated in clause 23.01(a) does not prevent immediate suspension or dismissal for just cause.
- 23.03 An Employee absent for two (2) or more Shifts without notifying the Employer shall be considered to have vacated their position unless a valid reason is provided for lack of notification.
- 23.04 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.05 An Employee who resigns their employment will endeavour to give fourteen (14) calendar days' notice, exclusive of any vacation due, to the Employer.
- 23.06 The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall advise the Employee and the Local of the Union prior to the commencement of the meeting as to the nature of the discussion. If requested, the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be advised and provided a written copy. When this occurs, the Employer will refer the Employee to the Union as a resource.

The failure to notify an Employee shall have no adverse impact on this Employer's disciplinary process under the Collective Agreement.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

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

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

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

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

25.04 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and

Named Holidays. The format of this information may vary depending on the Employer's information system.

- 25.05 Any Employee who has been receiving a higher Basic Rate of Pay than provided for in this Collective Agreement shall retain the same higher rate of pay and shall remain at this higher Basic Rate of Pay until the number of hours required for the next increment under Article 25.05 has been completed.
- 25.06 (a) Employees are paid bi-weekly. Payment of wages is by cheque or by direct deposit and pay information shall remain private. An Employee is required to notify the Employer of any errors on a cheque or direct deposit record as soon as possible.
- (b) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- 25.07 The Employer shall issue cheques and/or slips in a manner which holds the Employees information private and confidential.

ARTICLE 26: RECOGNITION OF PREVIOUS EXPERIENCE

- 26.01 When an Employee has recent and related experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (b) Proof of previous experience shall be provided by an Employee during their probationary period. If satisfactory to the Employer any salary adjustment shall be recognized to their date of hire.
- (c) In the event an Employee provides proof of previous experience after their probationary period and if satisfactory to the Employer, the salary adjustment shall be recognized to the date the proof was provided.
- 26.02 Additional time worked, not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.

ARTICLE 27: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

27.01 Part-time Employees

Except as modified in Article 27.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

- (a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01(a)(i) regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.50 hours per day and in any event, shall be less than 75 hours in a two (2) week period averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) at time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.
- (iv) a Part-time Employee may work Shifts in addition to those specified in Article 27.01, except that no Employee shall be permitted to work in excess of 12 Shifts per two (2) week period.
- (v) where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to 7.50 hours in a day and the applicable overtime rate for those hours worked in excess of 7.50 hours in a day.
- (vi) where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid the applicable overtime rate for work performed."

(b) *Shift Schedules*

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

7.02 (a) Except by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 15.5 hours off duty between Shifts;

- (ii) an average of at least two (2) days per week, shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean the period from Saturday and the following Sunday assuring a minimum of 56 hours off duty;"

(c) *Increment Accrual*

- (i) Part-time Employees shall be entitled to an increment on the completion of 1957.50 regular hours of work for the second increment and every 1770 regular hours of work thereafter to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave bank with pay (as outlined in Article 19: Sick Leave) and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 27.01(c)(i).

(d) *Vacations with pay*

- (i) Amend Article 17.02 to read:
 - 17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of 7.50 hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.
 - (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

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

Hours specified in Article 27.01(d): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	---	--	---	--

- (i) 4% during the 1st to 4th years of employment;
- (ii) 6% during each of the 5th to 12th employment years;
- (iii) 8% during each of the 13th to 17th employment years;
- (iv) 10% during each of the 18th and subsequent employment years.

(e) *Named Holidays*

Amend Article 18: Named Holidays to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

18.03 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1.5X the Employee's Basic Rate of Pay for work performed up to 7.50 hours.

27.02 Temporary Employees

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift Cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 27.02(b).

27.03 **Casual Employees**

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to Casual Employees.

(a) *Hours of Work*

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay.

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 1957.50 regular hours of work for the second increment and every 1770 regular hours of work thereafter to the maximum increment granted Full-time Employees.

(c) *Vacation*

Amend Article 17: Vacations with Pay to read:

- 17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
 - (i) 4% of their regular earnings on each pay during the 1st to 4th years of employment;
 - (ii) 6% of their regular earnings during the 5th to 12th years of employment;
 - (iii) 8% of their regular earnings during the 13th to 17th years of employment;
 - (iv) 10% of their regular earnings during each of the 18th and subsequent employment years.

(d) *Named Holidays*

Amend Article 18: Named Holiday to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.03 A Casual Employee required to work on a Named Holiday shall be paid at 1.5X the Employee’s Basic Rate of Pay for work performed up to 7.50 hours.

(e) *Worker’s Compensation*

Amend Article 20: Workers’ Compensation

20.01 Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.

ARTICLE 28: PROFESSIONAL DEVELOPMENT

- 28.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “in-service” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance.
- (c) The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) CPR – Level C
 - (ii) Fire, Evacuation and Disaster Procedure
 - (iii) Injury Prevention Module (includes safe lifting)
 - (iv) WHMIS
 - (v) PPICA
 - (vi) First Aid for the Choking Adult

ARTICLE 29: PROFESSIONAL RESPONSIBILITY COMMITTEE

- 29.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to one (1) Employee and/or Local representative elected by the Union and up to two (2) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least quarterly at a regularly appointed time, and within 10 days of receiving a written description of the issue regarding resident care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care.
- (e) Where an issue is specific to one unit, the Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (f) Should an issue not be resolved by the Committee, the issue shall be referred to the General Manager. A resolution meeting between the Local and the General Manager or designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the the General Manager. The General Manager or designate(s) shall reply in writing to the Local within fourteen (14) calendar days of the resolution meeting.
- (g) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- 29.02 An Employee attending Committee meetings shall be paid their Basic Rate of Pay for such attendance.

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

- 30.01 The Employer agrees to maintain an Occupational Health & Safety Committee which shall be composed of representatives of the Employer, and the Local and may include other Employees representing each functional department.
- 30.02 (a) The purpose of the Occupational Health and Safety Committee is to consider and make recommendations in such matters as Occupational Health and Safety in the workplace.

- (b) The Occupational Health and Safety Committee shall also consider measures necessary regarding the security of each Employee on the Employer's premises and may make recommendations to the Employer.
- 30.03 The Committee shall meet quarterly at a regular scheduled time or more often at the call of the Chair.
- 30.04 Minutes of the meeting shall be kept by a duly appointed Occupational Health & Safety Committee member and shall be received by the Employer, the UNA Representative on the Committee and all other department representatives prior to the next meeting.
- 30.05 An Employee attending Occupational Health and Safety Committee meetings shall be paid at the Applicable Rate of Pay.
- 30.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.
- (b) There shall be a policy supporting a zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee.
- 30.07 In the case of an individual complaint, if an issue arises regarding Occupational Health or Safety, the Employee or the UNA Representative on the Committee shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.
- 30.08 Should an issue not be resolved by the Committee; the issue shall be referred to the General Manager or designate. A resolution meeting between the Local and the General Manager, or designate(s), shall take place twenty-one (21) calendar days of the issue being referred to the General Manager or designate. The General Manager or designate(s) shall reply in writing to the Local within fourteen (14) calendar days of the resolution meeting.

ARTICLE 31: JOB DESCRIPTION

- 31.01 The Employer shall prepare a job description for each position within the bargaining unit and make it available to each Employee upon request.

ARTICLE 32: COPIES OF THE COLLECTIVE AGREEMENT

- 32.01 Following the signing of the Collective Agreement, the Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties. Copies will be available on site for Employees.

LETTER OF UNDERSTANDING #1

BETWEEN

PRINCE OF PEACE MANOR AND HARBOUR

AND

UNITED NURSES OF ALBERTA, LOCAL #504

RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION

Except as provided below, all terms and conditions of this Collective Agreement (expiring March 31, 2023) shall apply effective the date of ratification unless otherwise stated.

1. **ARTICLE 5: DUES DEDUCTIONS AND UNION BUSINESS**

Effective the first of the month following the date of ratification monthly membership dues will be deducted at 1.5% of Gross Earnings and submitted to the Union in accordance with Article 5.01.

2. **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

The Parties agree that within 60 calendar days following the ratification date, the Employer shall post a schedule that is contract compliant with the provisions outlined in Article 7: Hours of Work and Scheduling Provisions. Once the contract compliant rotation is posted, time periods identified in Article 7.03(a) apply. A shorter time period may be mutually agreed in writing between the Employer and the Union as per Article 7.03(b).

3. **ARTICLE 11: PROBATIONARY PERIOD**

An Employee with less than 503.75 hours worked at the date of ratification will only be required to work 503.75 hours to successfully conclude the probationary period.

4. **ARTICLE 12: SENIORITY**

Seniority shall be the date the Employees were hired with the Employer.

5. **ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES**

- A. Within 90 days of ratification, each Employee shall receive a letter of hire from the Employer which will include.

- (a) the items listed under Article 14.07;
 - (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay;
 - (c) seniority date;
 - (d) vacation entitlement anniversary date; and
 - (e) vacation entitlement level.
- B. For the purposes of 5. A(a) through 5. A(e) above, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall have the right to grieve in accordance with the Collective Agreement.

6. **ARTICLE 17: VACATION WITH PAY**

- A. Vacation accrual and entitlements pursuant to Article 17: Vacations With Pay shall commence on the ratification date.
- B. Any unused vacation accumulated prior to the ratification date shall be maintained. Approved vacation prior to the ratification date will be upheld.
- C. Where, on the ratification date, an Employee is earning vacation entitlement that exceeds that to which they would be entitled under the Collective Agreement, such Employee will maintain their current vacation earning rate until it is matched by the applicable entitlement earning rate under the Collective Agreement.

7. **ARTICLE 19: SICK LEAVE TRANSITIONAL PROVISION**

- (a) Any unused sick leave premium amounts (all earnings in lieu of a sick leave plan) accumulated prior to date of ratification shall be maintained.
- (b) The two percent (2%) premium on all earnings in lieu of a sick leave plan as outlined in Article 19: Sick Leave shall commence as of date of ratification.
- (c) Employees who are receiving sick leave/disability pay as of date of ratification will continue to be compensated in accordance with the previous sick leave/benefit provisions until their return to work.

8. **ARTICLE 21: PREPAID HEALTH BENEFITS**

- A. Benefits as outlined in Article 21: Employee Benefits commenced March 1, 2022.

9. **ARTICLE 25: SALARIES**

Effective the date of ratification, each Employee will be placed on the step in the attached Salary Appendix that is the closest to but not less than their current rate of pay. Employees have 60 days following ratification to provide proof of previous experience not previously used for placement on the Salary Appendix (to move on the grid once placed following ratification) as outlined in Article 27: Recognition of Pervious Experience and this Letter of Understanding.

10. **OTHER BANKED TIME**

Employees, who have accrued "Other Banked Time" under the Out of Scope/Exempt terms and conditions of employment, shall have such time paid out in a lump sum payment within ninety (90) days of the ratification date.

LETTER OF UNDERSTANDING #2**BETWEEN****PRINCE OF PEACE MANOR AND HARBOUR****AND****UNITED NURSES OF ALBERTA, LOCAL #504****RE: ON-CALL DUTY/CALL BACK****1. On-Call**

The words “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.

2. On-Call Regulations

- (a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee’s supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for “on-call duty” shall be posted 8 weeks in advance.
- (ii) Except by mutual agreement between the Employee and Employer, if, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at 1.5X the on-call rate for all hours in the first period of on-call affected by the change unless 7 days’ notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.
- (b) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:
 - (i) more than seven (7) consecutive days;
 - (ii) where possible, not more than one (1) weekend in four (4) or in any event no more than two (2) weekends in a five (5) week period.

3. The Employer shall pay \$2.75 per hour to Employees who are assigned on-call duty on a regular workday, and \$3.75 per hour to Employees who are assigned on-call duty on their days of rest or Named Holidays. It is understood that the on-call premium compensates Employees not just for the on-call period but for telephone calls accumulating up to 45 minutes total in a 24 hour on-call period. If an Employee is on-call and is required to answer more than 45 minutes total of accumulated telephone calls in the 24 hour on-call period, the 45 minutes and all time in excess of the 45 minutes will be paid at the overtime rate in addition to the on-call premium. When the on-call duty commences for an Employee the consecutive 24 hour on-call period begins and when complete if the Employee is still on-call the 24 hour on-call period re-starts. The 24 hour on-call period will continue to re-start until the Employee has completed their on-call duty.
4. **Call Back**

For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate.
5. When an Employee is required to be on-call the Employee shall be supplied with a cell phone at no cost. The cell phone shall remain the property of the Employer.

LETTER OF UNDERSTANDING #3

BETWEEN

PRINCE OF PEACE MANOR AND HARBOUR

AND

UNITED NURSES OF ALBERTA, LOCAL #504

RE: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

Whereas the Employer is required to operate in compliance with Article 7: Hours of Work and Shift Scheduling Provisions.

Whereas Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week as outlined in 7.02(a) of the Collective Agreement.

The parties agree to the following:

1. The Employer will give at least eight (8) weeks notice of their intent to change the Shift schedule to have the Employees work evenings, nights or weekends.
2. Within fourteen (14) days of notification, the Employer and Union will meet to negotiate the amount of Shift Differential and Weekend Premium pay, commencement date of the Shift Differential and Weekend Premium and the administration of the differential or premium.
3. The parties will discuss and address any concerns with “pyramiding” and how it pertains to this Letter of Understanding and Shift Differential and Weekend Premium.
4. If the parties cannot agree to the issues detailed in 2. and 3. the parties will proceed to Arbitration as outlined in Article 10: Arbitration.
5. Any outcome of the Arbitration will be retroactive to the first Shift worked that would be eligible for a Shift Differential and/or Weekend premium outlined in 1.

LETTER OF UNDERSTANDING #4

BETWEEN

PRINCE OF PEACE MANOR AND HARBOUR

AND

UNITED NURSES OF ALBERTA, LOCAL 504

RE: PENSION PLAN

The Parties will commence good faith discussions during the term of the Collective Agreement to effectively and with purpose, discuss Employee Pension Plans.

SALARY APPENDIX**Registered Nurse**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
May 13, 2022 (DOR)	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37

**Certified Graduate Nurse
Graduate Nurse -
Temporary Permit Holder**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
May 13, 2022 (DOR)	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19

AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Employer)

(Union)

Date: _____

Date: _____