

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**UNITED NURSES OF ALBERTA
LOCAL #91**

FOR THE PERIOD

APRIL 1, 2013 - MARCH 31, 2017

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COLLECTIVE AGREEMENT MADE THIS 9TH DAY OF FEBRUARY, 2015.

BETWEEN

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

AND

**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")**

PREAMBLE

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2013 or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification (March 24, 2015) by their principals of the terms of this Agreement, whichever is later, up to and including March 31, 2017 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 “Administrator” means the Chief Operating Officer responsible for the day to day activities of the Centre.
- 2.02 “Arbitration” shall take meaning from the section of the Labour Relations Code R.S.A. 2000, c.L-1 dealing with the resolution of a difference.
- 2.03 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.04 “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.
- 2.05 “Cycle of the Shift Schedule” means the period of time when the shift cycle repeats itself and the cycle shall not exceed 12 weeks.
- 2.06 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
 - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions.
 - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
 - (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or
 - (ii) is regularly scheduled for a period of three months or less for a specific job; or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of more than three months but less than 12 months;
or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three months.
- 2.07 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Centre.
- 2.08 “Centre” means each individual site operated by the Employer, that is covered by the Collective Agreement.
- 2.09 “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- 2.10 “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Disciplines Health Professions Act and Regulations*.
- 2.11 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.12 “Centre” means the organization named as the Employer in the certificate of the Labour Relations Board.
- 2.13 “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.
- 2.14 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations* and who holds an annual certificate.
- 2.15 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.16 The singular means the plural and vice versa as applicable.
- 2.17 “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.

2.18 “Union” shall mean the United Nurses of Alberta Local 91.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.04 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.
- 4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances and in accordance with the Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct from the Gross Earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 15th day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying the amounts of union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- (b) The Employer shall provide to the Union monthly, an electronic listing of Employees specifying the following:
- (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For Regular and Temporary Employees, their seniority date;
 - (vi) Site;
 - (vii) Address;
 - (viii) Basic Rate of Pay;
 - (ix) Absence Status (where applicable); and
- unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.
- (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03** The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space

will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

- 5.04**
- (a) A representative of the Union shall have the right to make a presentation of up to 45 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
 - (b) The Employer shall advise the Local Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.05**
- (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. For such leave, upon request:
 - (i) pension contributions shall continue uninterrupted; and
 - (ii) a repayment plan for the Employee share of contribution shall be established.
 - (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
 - (c) All such leave shall be without pay.

ARTICLE 6: NO DISCRIMINATION OR HARASSMENT

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

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS7.01 *Regular Hours of Work*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) 7.75 consecutive hours per day; and
 - (ii) 36.81 hours per week averaged over one complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two rest periods of 15 minutes during each full working Shift of 7.75 hours; or
 - (ii) include, as scheduled by the Employer, one rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one rest period of 15 minutes during each half Shift of not less than four hours; and
 - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four hours.
- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her or his meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during her or his meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8: Overtime.
- (e) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

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 days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- (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 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) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
 - (ii) Permanent days;
 - (iii) Permanent evenings (only by request of Employee);
 - (iv) Permanent nights (only by request of Employee);
 - (v) Evenings and days rotation;
 - (vi) Nights and evenings (only by request of Employee);
 - (vii) Nights and days rotation.
- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total

not more than two blocks per year totalling not more than 14 calendar days per year.

- (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working Shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15.5 hours off duty between Shifts;
 - (ii) at least two consecutive days of rest;
 - (iii) days of rest on 1/2 of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of 56 hours off duty; in addition, where possible, one weekend in each four week period shall be an extended weekend, assuring a minimum of 79.75 hours off duty; and
 - (iv) not more than six consecutive scheduled days of work.
- (h) Two optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

OPTION I

- 7.02 (g) (i) at least 15.5 hours off duty between Shifts;
- (ii) at least two consecutive days of rest;
- (iii) days of rest on alternate weekends. One weekend in each four week period shall be an extended weekend. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and "Extended Weekend" means a Saturday and the

following Sunday assuring a minimum of 79.75 hours off duty; and

- (iv) not more than seven consecutive scheduled days of work to occur not more than once in a four week cycle.

OPTION II

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

(ii) at least two consecutive days of rest;

(iii) days of rest on three weekends in a six week period, one of which shall be an extended weekend. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and "Extended Weekend" means a Saturday and the following Sunday assuring a minimum 79.75 hours off duty; and

(iv) not more than seven consecutive scheduled days of work to occur not more than twice in a six week cycle.

(i) Notwithstanding Article 7.02(h), in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.

(j) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8: Overtime for all regular hours worked during the period of violation.

7.03 *Schedule Posting*

(a) Shift schedules shall be posted 12 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 Union.

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 off-duty days, unless 14 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.

- (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 14 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.

7.05 *Employee Shift Exchange*

- (a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employees' immediate supervisor(s); and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
 - (iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 *Reporting Pay*

In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and

- (i) report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to four hours pay at the Employee's Basic Rate of Pay.
- (ii) fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union which provides appropriate professional coverage as determined by the Employer.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual in the Centre who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
- (d) The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may require an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requiring the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

- 8.06 Following working a Shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07 (a) Where an Employee works overtime immediately following her or his Shift and there is not a minimum of eight consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight consecutive hours of rest before commencing his or her next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: COMMITTEE PARTICIPATION

- 9.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's Basic Rate of Pay for attendance at such meetings. Such participation shall be voluntary.

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who normally travels from the Centre to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to the Employee's place of residence.
- 10.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed at the rate of 41¢ per kilometre (or Bethany Care Society policy, whichever is greater) and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

- 11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the Employee's probationary period.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first 54.25 hours of patient/resident/client care shall be under guidance or supervision of which 23.25 hours shall be on day Shift. A request by an Employee for additional orientation shall not be unreasonably denied.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service in the 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 with any Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six months.
- (c) An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain his/her previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.01, but shall not have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Salaries, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave or Letter of Understanding: Severance.
- (d) Where an Employee claims previous service under Article 12.01 (b), the Union carries the sole responsibility for compiling the necessary proof of prior service and for providing it to the Employer.
- 12.02 Seniority shall determine:
- (a) assignment of available shift schedules subject to the provisions of Article 7: Hours of Work and Scheduling Provisions;
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;

- (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) approval of vacation times subject to the provisions specified in Article 17: Vacations with Pay.

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

- (a) when an Employee'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) *Provision of Seniority Lists*

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

- (i) within three months of date of signing of this Collective Agreement, and
- (ii) every six months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 15.01(a) or 15.02(b).

- (b) *Contents of Seniority Lists*

Two separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order, along with each Employee's FTE and classification. A secondary list shall identify the name and seniority date of each Regular and Temporary Employee, grouped according to their unit, if the Employer has more than one unit.

- (c) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or

(iii) transfer to the status of a Casual Employee.

(d) *Seniority Tie-Breaking*

(i) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.

(ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out of scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two years.

12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain his/her previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.01, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Salaries, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave or Letter of Understanding: Severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) Each Employee shall receive a yearly evaluation.

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

13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

(b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the interview the Employee shall be given a copy of the Employee's

evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

- 13.03 (a) By appointment made at least one working day in advance, an Employee may view her or his personnel file once every six months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall specify the Centre, the unit, the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current Shift pattern and commencement date for the position shall also be specified on the notice of vacancy.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three months' duration; or
 - (ii) a leave of absence granted for a period known to be longer than three months;
- shall be posted in accordance with Article 14.01.
- (b) Where such a vacancy has been filled by the appointment of a regular Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), OR the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A regular Employee achieving a temporary position shall maintain her or his status as a regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03 (a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain her or his status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
 - (ii) For temporary positions such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and

where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

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

- 14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five calendar days of the appointment.
- 14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.
- 14.07 (a) The transferred or promoted Employee will be given a trial period (exclusive of any theoretical component required by the Employer) of 325.5 hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should either:
- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to their former position,
- the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
- (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.

- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee's first three Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.

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

14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At the time of hire, or transfer, or change of hours in accordance with Article 14.11, or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

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

14.11 *Decreasing or Increasing Regular Hours of Work*

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

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction

would apply. The maximum time for such temporary reduction is 12 months.

- (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.11 equals or exceeds .4 FTE, they shall be posted as a vacancy.
 - (iv) If the number of hours vacated as a result of Article 14.11 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
 - (v) A Regular Full-time or Regular Part-time Employee cannot decrease her or his FTE to less than a .4 FTE pursuant to Article 14.11 unless otherwise agreed between the Employer and the Union.
 - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.

- (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.11(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
- (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
 - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.11(b)(i)(B) above.
 - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (v) Any unassigned hours following the completion of Article 14.11(b) above will not remain subject to the provisions of Article 14.11.
 - (vi) A Regular Part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his schedule without violating the scheduling provisions of the Collective Agreement.
 - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.11.
 - (viii) No Regular Part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to Article 14.11 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
 - (d) Any redistribution of hours as a result of the operation of Article 14.11 shall not be considered a violation of the Letter of Understanding Re: Severance.
 - (e) Where any request pursuant to Article 14.11 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
 - (f) Copies of all requests and responses to requests pursuant to Article 14.11 shall be provided to the Union forthwith.

- (g) An Employee whose regular hours of work are altered through the operation of Article 14.11 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.11 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; or 30: Part-time, Temporary and Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.11(b)(iii) apply.

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

ARTICLE 15: LAYOFF AND RECALL

15.01 *Notice*

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 inform the Union of the extent of the planned reduction or position elimination and discuss how the reduction or position elimination will take place, review the current seniority list, 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.

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to four weeks pay in lieu thereof shall be paid to affected Employees.

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

15.03 *Displacement*

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority, 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) accept layoff with the right of recall. An Employee who voluntarily accepts layoff and recall shall not be eligible for the provisions under the Letter of Understanding Re: Severance.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten 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 15.03(a) shall within 48 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. The Employer may agree to extend the 48 hour timeline if necessary. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

- (c) Where an Employee with less than 24 months of seniority has her or his position eliminated or is displaced in accordance with this Article, the Employer shall:
 - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.
- (d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.04 *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 endeavour 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 telephone 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 days following the date of the telephone call or the date the letter was registered.

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

15.06 *Benefits*

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of three months premium.

- (b) Employees laid off for more than three months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.07 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.
- (b) Where an Employee works while on lay-off in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.01(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.01 after the Employee has advised the Employer of her or his readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

ARTICLE 16: CHARGE PAY, TEMPORARY ASSIGNMENT & PRECEPTOR PAY

16.01 *Charge Pay*

- (a) The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of two hours or more, an alternate will be designated in charge.
- (b) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.

16.02 (a) When an Employee is assigned to replace another Employee in a higher paid classification for one full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the beginning rate for the Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.

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

16.03 (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.

- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
- (c) Preceptor shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate 4th year Bachelor's Degree in Nursing students in the absence of a clinical instructor from their educational institution.

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 1st 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 employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:

- (a) Provided that any more favourable or beneficial vacation entitlement which applied to existing Employees in these positions prior to the effective date of this Collective Agreement shall be preserved and continued in effect:
 - (i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

- (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

(b) *Employee with Less than a Year of Service*

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

- (c) Where a voluntarily terminated Employee commences employment within six months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(d) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

17.03 *Time of Vacation*

- (a) All vacation earned during one vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her or his vacation preference by March 15th of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03 (a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03 (a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
 - (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four weeks.
- (g) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to

mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid 2X her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to March 31st in the preceding year at the Employee's basic rate, together with
 - (ii) 6% in the case of an Employee entitled to 15 working days vacation per annum; 8% in the case of an Employee entitled to 20 working days vacation per annum; or 10% in the case of an Employee entitled to 25 working days vacation per annum; or 12% in the case of an Employee entitled to 30 working days vacation per annum; of the Employee's regular earnings from the 1st day of April in the current year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee:
 - (i) after less than one year of employment by the Employer; or
 - (ii) without giving proper notice under, Article 23.10,

such Employee shall receive vacation pay at the rate prescribed in the *Alberta Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

Further, any one day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

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

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

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

18.03 (a) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:

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

- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay
- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) or (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay;
 - (ii) for all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) Unless otherwise requested, an Employee shall be so scheduled as to provide the Employee with days off on at least four of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two consecutive days where she or he will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two consecutive days where she or he shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 19.05 When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her or his vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
 - (i) if an Employee becomes ill during her or his vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

- (c) Notwithstanding the provision of Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization be admitted to hospital as an “in-patient” during the course of her or his vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of her or his former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee’s disability;
 - (ii) incapable of performing the duties of her or his former position, but is capable of performing the duties of her or his former classification, shall provide the Employer with 28 days written notice of the Employee’s readiness to return to work and the Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed.
- (b) An Employee who does not qualify for Long-Term Disability benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee’s readiness to return to work following such leave the Employee shall provide the Employer with one month notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.
- 19.08 Upon request of an Employee the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at an Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six

months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.

- (b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have his or her frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- (iii) Where an Employee terminates their employment with the Employer, and within six months of termination, obtains a casual position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port their sick leave bank to the new employer. The Employee's sick leave bank shall be frozen. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (iv) Where an Employee terminates their employment with the Employer, and within six months of termination, obtains a regular or temporary position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous employer.

19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. The Employee may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

19.12 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 Scheduling Provisions and 14: Promotions, Transfers & 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 continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the

Workers' Compensation Board for time lost due to accident. A deduction of 1/10th of day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10th of day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).

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

- (a) capable of performing the duties of her or his former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
- (b) incapable of performing the duties of her or his former position, but is capable of performing the duties of her or his former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or
- (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19: Sick Leave or 21: Prepaid Health Benefits.
- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

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

ARTICLE 21: PREPAID HEALTH BENEFITS

21.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) Supplementary Benefits Plan which provides benefits at no less than those in place on February 27, 2015 at Bethany Calgary inclusive of:
 - (i) Vision care coverage providing for annual eye exams and up to \$600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery.

- (ii) 80% direct payment provision for medication prescribed by a qualified practitioner.
 - (b) Alberta Health Care Insurance Plan;
 - (c) A Benefits Plan inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
 - (iii) Short-Term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-Term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the Short-Term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period);
 - (v) A Dental Plan which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults) in accordance with the current year's fee guide as set out by the current Benefits Administrator. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.
- 21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 21.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.

- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.
- 21.06 Such coverage shall be provided to Regular and Temporary Employees after serving a waiting period of three (3) calendar months except for:
- (a) a Part-time Employee whose hours of work are fewer than 15 hours per week averaged over one complete Cycle of the Shift Schedule; and
- (b) a Temporary Employee who is hired to work for a position of less than six months;

which Employees are eligible to participate only in Articles 21.01(a), 21.01(b) and Article 21.01(c)(v) above.

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Conditions*

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.
- (b) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (c) Except as provided in Article 22.03(d), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one month, Employee's shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one month. The Employee shall also cease to accrue increment hours during leaves of absence in excess of one month.

22.02 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family). For the first five calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one working day off with pay to attend the funeral services.

22.03 *Maternity Leave*

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits or disability benefits. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave,

EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.

- (e) Benefits coverage will continue at pre-leave cost-share arrangements for 12 full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.
- (f) An Employee on such leave shall provide the Employer with at least four weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

22.04 *Adoption/Paternity Leave*

- (a) An Employee who has completed her or his probationary period shall, upon written request, be granted leave without pay and benefits for up to 12 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by her or him immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date leave commenced.
- (b) The Employee may commence adoption leave upon one days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) Benefits coverage will continue at pre-leave cost-share arrangements for 12 full weeks of adoption/paternity leave provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the adoption/paternity leave.

22.05 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain

in the continuous service of the Employer for the first 24 months of such period of leave.

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

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

22.06 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
 - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the

Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).

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

22.07 *Special Leave*

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

- (i) *Family Leave*

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined in Article 22.02. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as Shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need. Employers will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

- (ii) *Pressing Necessity Leave*

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family.

- (b) *Terminal Care Leave*

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

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 22.07(a) and (b).

22.08 *Military Leave*

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

22.09 *Leave for Public Affairs*

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in an officially declared federal, provincial or municipal election.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four years.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five days of the action being taken. The action of suspension or dismissal shall be within ten days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

- 23.04 An Employee who has been subject to disciplinary action may, after one year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employee shall be advised of this right at the time of the scheduling of the meeting.
- 23.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent for three consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 28 calendar days notice, in writing, shall be given by the Employee who resigns.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17.04.
- 23.12 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, 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 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 Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her or his registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a nurse who is not registered on the date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (b) Upon becoming registered by the College and Association of Registered Nurses of Alberta, a Temporary Permit Holder (TPH):
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied the College and Association of Registered Nurses of Alberta that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have her or his name entered into the register of registered nurses, shall be paid the rate applicable to a Registered Nurse.
- Such payment will be retroactive to the date the temporary permit was issued unless the Employee 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.

- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- 25.07 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 working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by bona fide post secondary educational institutions. With respect to gerontological certification, the certification must be provided by the Canadian Nurses Association.

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course	50¢
Gerontological Certification	70¢
Active registration in the CARNA and eligible for active registration in the RPNAA (or vice versa)	50¢
Diploma/Certificate in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

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

(i) a Nursing Baccalaureate Degree program recognized:

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

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

(ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the International Qualifications Assessment Service.

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

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

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

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

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

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

- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five years old.

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

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 *Shift Differential*

- (a) A Shift differential of \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one hour is worked between 1500 hours and 2300 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours;
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$5.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one hour is worked between 2300 hours and 0700 hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (c) No Employee shall receive payment under Article 28.01(a) and 28.01(b) concurrently.

28.02 *Weekend Premium*

A weekend premium of \$3.25 per hour shall be paid:

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

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

ARTICLE 29: PENSION PLAN

29.01 The Employer shall contribute to the Local Authorities Pension Plan or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees, provided they are scheduled to work at least 14 hours per week as averaged over one complete Cycle of the Shift Schedule, in accordance with the terms and conditions of the applicable Plan.

29.02 Where an eligible Part-time Employee requests enrollment in a pension plan referred to in Article 29.01, the Employer shall facilitate such enrollment by providing the Employee with the necessary forms and submitting such forms as may be necessary to the applicable plan forthwith.

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

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

- 29.05 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP).
- (b) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of his or her regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.

- (c) A Regular Employee who, by virtue of his or her age, no longer qualifies under Article 29.05(b) shall receive an additional 2% of her or his regular earnings.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 *Part-time Employees*

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

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one 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 30.01.
- (v) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on her or his scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

(b) *Shift Schedules*

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

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

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two consecutive days per week, and a total of nine days each four week period shall be scheduled as designated days of rest;
- (iii) not more than six consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. In addition, where possible, one weekend in each four week period shall be an extended weekend, assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).

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

7.02 (h) Two optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 30.01(b):7.02(g) shall be as follows:

OPTION I

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two consecutive days per week, and a total of nine days each four week period shall be scheduled as designated days of rest;
- (iii) not more than seven consecutive scheduled days of work to occur not more than once in a four week cycle; and
- (iv) designated days of rest to occur on alternate weekends. One weekend in each four week period shall be an extended weekend. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty and "Extended Weekend" means a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).

OPTION II

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two consecutive days per week, and a total of nine days each four week period shall be scheduled as designated days of rest;
- (iii) not more than seven consecutive scheduled days of work to occur not more than twice in a six week cycle; and
- (iv) designated days of rest on three weekends in a six week period, one of which will be an extended weekend. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and "Extended Weekend" means a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling

considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).

- (iii) Violation of any provision of Article 30.01 shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) *Increment Accrual*

- (i) Part-time Employees and Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked 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 month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(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 7.75 hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.
 - (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay 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:

$$\begin{array}{l} \text{Hours worked} \\ \text{during the vacation} \\ \text{year at the rate} \\ \text{specified in Article} \\ \text{30.01 (d)(i):} \\ \text{(17.02(a))} \end{array} \times \begin{array}{l} \text{The} \\ \text{applicable} \\ \% \\ \text{outlined} \\ \text{below} \end{array} = \begin{array}{l} \text{Number of} \\ \text{hours of paid} \\ \text{vacation time} \\ \text{to be taken in} \\ \text{the next} \\ \text{following} \\ \text{vacation year} \end{array}$$

- (i) 6% during the 1st employment year;
- (ii) 8% during each of the 2nd to 9th employment years;
- (iii) 10% during each of the 10th to 19th employment years;
- (iv) 12% during each of the 20th and subsequent employment years.

(c) *Employee with Less than a Year of Service*

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

- (d) Where a voluntarily terminated Employee commences employment within six months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(e) *Supplementary Vacation*

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

$$\begin{array}{l} \text{Hours worked} \\ \text{during the} \end{array} \times \begin{array}{l} \text{The} \\ \text{applicable} \end{array} = \begin{array}{l} \text{Number of} \\ \text{hours of paid} \end{array}$$

vacation year at the rate specified in Article 30.01 (d)(i): (17.02(a)) X % outlined below = supplementary vacation time to be taken in the current supplementary vacation period.

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

(ii) Amend Article 17.04(a) to read:

17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).

(e) *Named Holidays*

Amend Article 18 to read:

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

18.02 (a) Except as specified in Article 30.01 (e) amending 18.02 (b), a Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

- (b) A Part-time Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.
 - (c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (f) *Sick Leave*

Amend Article 19.02 to read:

19.02 A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/2 days per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

30.02 *Temporary Employees*

- (a) A Temporary Employee shall be covered by the terms of this collective agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.

- (b) 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 her or his employment pursuant to Article 30.02(b).

30.03 *Casual Employees*

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.10(b)
- Article 20: Workers' Compensation
- Article 21: Prepaid Health Benefits, and
- Article 22: Leaves of Absence.

(a) *Hours of Work*

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three months or less, advance notice of scheduling shall not exceed seven calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four hours pay at the Employee's Basic Rate of Pay.

- (B) If fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).
- (b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) *Vacation*

In the case of Casual Employees, amend Article 17: Vacations with Pay to read:

- 17.00 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) 6% of their regular earnings during the 1st employment year; in lieu of vacations with pay;
 - (ii) 8% of their regular earnings during the 2nd to 9th employment years; in lieu of vacations with pay;
 - (iii) 10% of their regular earnings during the 10th to 19th employment years; in lieu of vacations with pay;
 - (iv) 12% of their regular earnings during the 20th and subsequent employment years; in lieu of vacations with pay;
 - (v) 12.4% of their regular earnings during the 25th and subsequent employment years; in lieu of vacations with pay.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 18: Named Holidays to read:

- 18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.
- 18.02 (a) Except as specified in Article 30.03 (d) amending 18.02 (b), a Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (b) A Casual Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year’s Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year’s Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (e) Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.

- (f) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33: Arbitration shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33: Arbitration shall be sufficient if delivered to the Administrator of the Centre or in her or his absence, her or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02 *Definition of Time Periods*

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. In the event that the Union is unable to meet within the prescribed time limits, the Employer's request to extend time limits shall not be denied.

32.03 *Dispute Between the Employer and the Employee(s)*(a) **Step 1**

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the Care Services Manager. If the dispute is not resolved satisfactorily within two days of the date of the discussion, it may then become a grievance and be advanced to Step 2.

(b) **Step 2**

The grievance shall be submitted in writing to the Care Services Manager within 10 days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The Care Services Manager shall meet with the Union within five days of receipt of the grievance to attempt to settle the dispute. The decision of the Care Services Manager shall be communicated, in writing, to the Union within seven days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3 within seven days of the receipt of the decision of the Care Services Manager under Step 2.

(c) **Step 3 (Resolution Meeting)**

The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted at Step 2. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two working days of the meeting. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing, to the Union within seven days of the meeting.

(d) **Step 4 (Arbitration)**

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

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

32.04 *Group and Policy Grievances*

- (a) If a dispute directly affects two or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A “Policy Grievance” is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Department Head or designate, or to the Local Union President, by a representative of the aggrieved party within ten days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 *Default*

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

32.06 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties as soon as reasonably practicable and in a timely manner shall:

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

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

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

ARTICLE 33: ARBITRATION

- 33.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing of its intention to do so, and shall nominate an individual to serve as a sole arbitrator.
- 33.02 The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within seven days of the receipt of notification provided for in Article 33.01 above, the parties shall request the Director of Mediation Services to appoint an arbitrator.
- 33.03 At the request of either party, a three person Arbitration board, rather than a sole arbitrator shall be used. The party requesting the use of an Arbitration Board shall indicate to the other party, within five days of the grievance being advanced to Arbitration, their nominee to the Arbitration Board. The other party shall respond, within five days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.02.
- 33.04 After a sole arbitrator/Arbitration Board has been selected in accordance with the above procedure, the Arbitrator or Board shall meet with the parties within 21 days and hear such evidence as the parties may desire to present, assure a full, fair hearing and shall render a decision in writing to the parties within 14 days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a sole arbitrator shall be final and binding on the parties.
- 33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or a sole arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the sole arbitrator or Board may substitute any penalty for the discharge or discipline that to the Arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07 The fees and expenses of the sole arbitrator shall be shared equally between the two parties. Where an Arbitration Board is used, each of the parties shall bear the expenses of its appointee to an Arbitration Board, and the fees and expenses of the chairperson shall be shared equally between the two parties.
- 33.08 Any of the time limits herein contained in the Arbitration proceedings may be extended only if mutually agreed to in writing by the parties.

- 33.09 For the purposes of this Article periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.

- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month and, in addition, shall meet within ten days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or his or her designate(s), shall take

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

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

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

34.04 No Employee shall be assigned to work alone on a unit.

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

34.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Committee.

- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

34.07 The Employer shall:

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

34.08 No regularly scheduled Shift shall begin or end between the hours of 2400 and 0600 hours without prior consultation with the Union.

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

35.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-

service” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) Cardio-Pulmonary Resuscitation where required by the Employer;
 - (ii) Fire (hands on experience with equipment except where not required by the Centre’s established written fire procedures);
 - (iii) Evacuation and disaster procedures;
 - (iv) Proper lifting and transferring and prevention of injuries;
 - (v) Geriatrics, (eg: Aggression behavior management training, etc); and
 - (vi) Prevention and control infections.
- (c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.01(b) and shall include prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the pension plan to the Employees.
- (e) The Employer shall make available in each Centre no fewer than five current nursing journals.

35.02 *Professional Development Days*

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

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

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

- 35.03 (a) Effective April 1, 2014, an Employee who has accumulated 684.6 or more regular hours actually worked in the previous fiscal year and has active registration with the College and Association of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta at the beginning of the next registration year, shall receive a \$150.00 reimbursement to her or his College and Association of Registered Nurses of Alberta or College of Registered Psychiatric Nurses of Alberta registration fee.

Effective April 1, 2015, an Employee who has accumulated 684.6 or more regular hours actually worked in the previous fiscal year and has active registration with the College and Association of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta at the beginning of the next registration year, shall receive a \$250.00 reimbursement to her or his College and Association of Registered Nurses of Alberta or College of Registered Psychiatric Nurses of Alberta registration fee.

- (b) Regular hours actually worked in (a) includes:
- (i) Leaves of absence for Union business,
 - (ii) Other leaves of absence of one month or less,
 - (iii) Time on sick leave with pay,
 - (iv) Absences while receiving Workers' Compensation, and
 - (v) Education leave up to 24 months

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with at least three and up to five Employees elected by the Union and equal number representatives of the Employer. A Chairperson shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten days of receiving a written description of the issue regarding patient/resident/client care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care.
- (e) Where an issue is specific to one unit, the Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (f) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven calendar days of the resolution meeting.
- (g) Should the issue remain unresolved following the CEO's written response, the Committee may request and shall have the right to present the issue to the Board of Trustees of the Centre concerned. The Board of Trustees will then give their reply to the Committee within 14 calendar days.
- (h) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (i) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular staffing issue(s).

- 36.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.
- 36.03 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body.

ARTICLE 37: JOB DESCRIPTION

- 37.01 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in charge including the authority or process for augmenting staff. Copies of such descriptions shall be on hand at each nursing unit and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

LETTER OF UNDERSTANDING

BETWEEN

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

AND

**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: UNIT

WHEREAS the parties agree that Employee safety is of mutual importance; and

WHEREAS the physical design, staffing patterns, and policies and practices differ amongst Alberta health care facilities; and

WHEREAS the optimal approach to assuring Employee safety is best addressed at the local level by the Employer and the Union;

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT:

1.
 - (a) Except as provided in (b) below, for the purposes of application of Article 34.04, the Employer shall provide the Union with a list of areas in the Centre that the Employer has designated as a unit.
 - (b) In the event that the Employer provided the Union with a list of areas in the Centre that the Employer has designated as a unit under the terms of a prior collective agreement, and the unit designation was resolved or remains in the process of being resolved, the Employer shall not be required to provide a list pursuant to 1(a), and the provisions of #2 to #7 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas in the Centre designated as a unit under the terms of a prior collective agreement, as information only.
2. If any concerns regarding Employee safety relative to the application of Article 34.04 are identified by the Union, an Ad-hoc Committee, not exceeding eight, of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.
3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within 30 days of

receipt of the written notification pursuant to #1 and #8, to the Board of Trustees of the Centre concerned.

The Board shall reply in writing to the Union within seven days of the presentation by the Union.

4. Failing resolution of the dispute between the parties, pursuant to #3 above, the Union may advance the dispute within 30 days of response from the Board of Trustees to Arbitration in accordance with Article 33: Arbitration of this Collective Agreement.
5. In hearing the dispute pursuant to #4 above, the Board of Arbitration shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 34.04 as it pertains to Employee safety.
6. Should the Board of Arbitration find that the Employer's designation of a unit is inappropriate, the matter shall be returned to the parties for a period of 30 days during which the Employer and the Union will attempt to again resolve the matter.
7. Should the parties fail to resolve the matter within the 30 day period, the Board of Arbitration shall render a decision in this regard.
8. Should the Employer alter the designation of a unit during the term of this agreement, subsequent to November 30, 2004, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.
9. This Letter of Understanding shall form part of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: SERVICE RELOCATION

When an Employer delivers services from more than one site, and the Employer decides to relocate a service to another site or sites, the Employer shall consult with the Union and the affected Employee(s) to determine the willingness of such Employee(s) to be relocated.

When an Employee does not wish to be relocated, the Employee shall have the right to request that she or he be issued notice pursuant to the provisions of Article 15: Layoff and Recall of the Collective Agreement. Such request shall not be unreasonably denied.

In the event of a denial of such request, the Employee(s) shall have the right to submit a grievance at Step 4 of the grievance procedure within five calendar days of the date the Employee was advised of such decision. The arbitrator or Arbitration Board shall meet within 14 calendar days of the filing of such grievance, and shall render the decision, in writing, to the parties, in a timely manner after the completion of the hearing.

Unless the Employer has no other viable option, or unless mutually agreed by the Union and the Employer, the Employee shall not be required to undergo such relocation until and unless the arbitrator or Arbitration Board denies the grievance.

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

LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - CALGARY)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")
AND
UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")
RE: RETENTION OF EXPERIENCED EMPLOYEES

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

1. Retention Recognition

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two weeks full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two weeks full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15: Layoff and Recall and for whom no alternate vacant position is available and she/he does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15: Layoff and Recall of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.

5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

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

LETTER OF UNDERSTANDING

BETWEEN

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(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: ON-CALL DUTY, CALL BACK, UNIFORMS, AMBULANCE DUTY

In the event that it becomes necessary for the Employer to implement working conditions regarding on-call duty, call back, uniforms, or ambulance duty, the Employer shall first meet with the Union and enter into negotiations regarding specific Local conditions to address these issues. Such Local conditions shall be no lesser than the conditions found in Collective Agreements between United Nurses of Alberta Locals and the appropriate Regional Health Authority.

LETTER OF UNDERSTANDING

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: SCHEDULING

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

1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labeling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one hour on a day considered to be a scheduled day of rest.

2. For the purposes of Article 7.02(g)(ii) “two consecutive days of rest” shall mean:

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

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

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

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

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

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

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

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

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

3. “Week” shall mean seven consecutive days commencing at 0000h, on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks notice.

LETTER OF UNDERSTANDING

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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: MARKET CONDITION LUMP SUM PAYMENT

The parties agree that:

1. An Employee shall receive a market condition lump sum payment of up to \$1750, to be paid semi-annually, as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes September 30; and
 - (ii) \$875 on the first pay day following the pay period which includes March 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes September 30, pro-rated to their regular hours actually worked between April 1 and September 30; and
 - (ii) \$875 on the first pay day following the pay period which includes March 31, pro-rated to their regular hours actually worked between October 1 and March 31.
2. For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
 - (a) Leaves of absence for Union business,
 - (b) Other leaves of absence of one month or less,
 - (c) Time on sick leave with pay,

- (d) Absences while receiving Workers' Compensation,
 - (e) Educational leave up to 24 months, and
 - (f) Vacations with pay.
3. Employees who commence employment or change her or his employment category within one of the defined qualifying periods shall have their entitlement pro-rated.
 4. Employees terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.
 5. This Letter of Understanding shall not apply to Undergraduate Nurses.
 6. This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2017, or upon date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: COST OF LIVING LUMP SUM

The parties agree that:

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

(a)	Change in Alberta 2015 CPI	-	5%	=	Cost of Living Protection (%)
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(b)	Cost of Living Protection (%)	X	Regular hours actually worked between April 1, 2016 – September 30, 2016	X	Basic Rate of Pay on March 31, 2016	=	September 30, 2016 Cost of Living Lump Sum Payment*
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(c)	Cost of Living Protection (%)	X	Regular hours actually worked between October 1, 2016 – March 31, 2017	X	Basic Rate of Pay on March 31, 2016	=	March 31, 2017 Cost of Living Lump Sum Payment**
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*Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes September 30, 2016.

**Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes March 31, 2017.

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

LETTER OF UNDERSTANDING

BETWEEN

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RE: CHARGE DESIGNATION REVIEW COMMITTEE

1. A Charge Designation Review Committee shall be established, upon the request of the Union, to review the charge designation of a unit that does not have a person who is a Registered Nurse or Registered Psychiatric Nurse in charge on a specific Shift.
2. The Committee shall determine if the documented charge roles and responsibilities pursuant to Article 37.01 accurately reflect the roles and responsibilities of the person designated in charge of the unit. The Committee shall determine whether the person designated is qualified to carry out the actual roles and responsibilities.
3. The Committee shall issue a report which is binding on the parties.
4. The Committee shall be comprised of three members, one appointed by the Employer, and one appointed by the Union. The Chair will be mutually appointed by the parties, failing which the Director of Mediation Services will appoint.
5. Each party shall pay the expenses of their own Nominee and equally share the expenses of the Chairperson.
6. Where the Committee is requested to review a charge designation, they shall convene within 30 days of the request of the Union. Where more than one request for the Committee is made, the request shall be dealt with in order of timing of the requests, and the 30 days may be exceeded as a result.
7. This Letter of Understanding shall expire on March 31, 2017 or on date of ratification of the next Collective Agreement, whichever is later.
8. The Charge Designation Review Committee is a body constituted to provide a method for the settlement of differences pursuant to the terms of Division 22 of the *Labour Relations Code*.

LETTER OF UNDERSTANDING

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**UNITED NURSES OF ALBERTA, LOCAL #91
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RE: RETROACTIVITY

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

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(BETHANY CARE CENTRE - CALGARY)
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**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: SALARY AND LUMP SUM RE-OPENER

The parties have agreed to a Collective Agreement Term of April 1, 2013 to March 31, 2017.

The parties agree that for the April 1, 2015 to March 31, 2016 year of the Collective Agreement, there will be a salary and new lump sum re-opener.

The parties agree that for the April 1, 2016 to March 31, 2017 year of the Collective Agreement, there will be a salary re-opener.

The parties agree the only items open for negotiations shall be a general salary adjustment to the salary rates in the Salary Appendix in the Collective Agreement along with any new lump sum payments that may be agreed to or ordered.

The parties shall commence negotiations for the re-opener within 30 days of receipt of the AHS funding advice letter and in any event no later than June 1, 2015 and June 1, 2016.

If the Employer and the Union are unable able to agree upon the salary adjustment and lump sum payment, either party may give written notice to the other Party of its desire to submit resolution of the adjustment to mediation/interest arbitration. Only the terms of Article 33: Arbitration of the Collective Agreement will apply to the arbitration process and award.

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

LETTER OF UNDERSTANDING

BETWEEN

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

AND

**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE “UNION”)**

RE: PRE-PAID HEALTH BENEFITS

The following revisions will be made to the Supplementary Health Care Plan:

- There will not be a dispensing fee limit on eligible prescription drugs.
- Coverage for licensed physiotherapy, massage and chiropractic (without need for prescription) to a combined maximum amount of \$850 per calendar year.
- There shall be no age limits on coverage for the Supplementary Benefits Plan “Extended Health Care plan” (with the exception of the age limit for Out-of-Province coverage which will remain in place and unchanged), Dental Plan, AD&D insurance and Short Term Disability Plan.

LETTER OF UNDERSTANDING

BETWEEN

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

AND

**UNITED NURSES OF ALBERTA, LOCAL #91
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: 2013-2015 LUMP SUM PAYMENTS

1. 2013 Lump Sum
 - (a) The \$2,000 amount of the lump sum is for Regular and Temporary Full-time Employees.
 - (b) For Part-time and Casual Employees, the \$2,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013, and March 31, 2014, to the full-time hours of work at their home site, to a maximum of \$2,000.
 - (c) For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers' Compensation; and
 - (v) Educational leave up to 24 months.
 - (d) The Employee's status shall be based on their status on the Date of Ratification.
 - (e) All amounts are subject to applicable deductions.
 - (f) Such lump sum payments shall not be pensionable.

- (g) The Employer shall pay the lump sum within 90 days from the Date of Ratification of the Collective Agreement.

1. 2014-2015 Lump Sum Payments

- (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-time Employees.
- (b) For Part-time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2014, and March 31, 2015, to full-time hours of work at their home site, to a maximum of \$1,000.
- (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers’ Compensation; and
 - (v) Educational leave up to 24 months.
- (d) The Employer shall pay the lump sum semi-annually, with half being paid on the first pay day following the pay period which includes September 30, and half being paid on the first pay day following the pay period which includes March 31.
- (e) Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
- (g) All amounts are subject to applicable deductions.
- (h) Such lump sum payments shall not be pensionable.

SALARY APPENDIX**Registered Nurse****Registered Psychiatric Nurse**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2013	\$34.31	\$35.63	\$36.95	\$38.27	\$39.60	\$40.90	\$42.23	\$43.48	\$45.03
2% LSPA Rate	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.08	\$44.35	\$45.93
April 1, 2014	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.07	\$44.35	\$45.93
2% LSPA Rate	\$35.70	\$37.07	\$38.44	\$39.82	\$41.20	\$42.55	\$43.93	\$45.24	\$46.85
April 1, 2015*									
2% LSPA Rate*									
April 1, 2016*									
2% LSPA Rate*									

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2013	\$31.39	\$32.36	\$33.04	\$33.64	\$34.17	\$34.89	\$36.00	\$37.04	\$38.34
2% LSPA Rate	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11
April 1, 2014	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11
2% LSPA Rate	\$32.66	\$33.67	\$34.37	\$35.00	\$35.55	\$36.30	\$37.45	\$38.54	\$39.89
April 1, 2015*									
2% LSPA Rate*									
April 1, 2016*									
2% LSPA Rate*									

Undergraduate Nurse

April 1, 2013	\$25.77
April 1, 2014	\$26.29
April 1, 2015*	
April 1, 2016*	

* See Letter of Understanding Re: Salary and Lump Sum Re-Opener.

