

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SALEM MANOR SOCIETY**

**AND**

**UNITED NURSES OF ALBERTA  
LOCAL #194**

**Expiry MARCH 31, 2017**

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## **PREAMBLE**

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees concerned and to provide for the prompt and equitable disposition of grievances and to establish wages and certain working conditions for all Employees within the bargaining unit.

The parties acknowledge that the primary purpose of the Employer and Employees is to work together to provide and improve 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.

## **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 date of ratification by the parties 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 sixty (60) days nor more than one hundred and twenty (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.

1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the signing of the Agreement.

Effective March 30, 2017, the above provisions are null and void; deleted from the Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

2.01 “Act” means the Labour Relations Code *Revised Statutes of Alberta, Chapter L-1* and as amended from time to time.

2.02 “Administrator” shall mean the Chief Operating Officer responsible for the day to day activities of the Facility.

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

2.04 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
    - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
    - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
  - (b) “Casual Employee” is one who:
    - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 26.11(a); or
    - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
  - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
    - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
    - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.05 “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 facility.
- 2.06 (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to *Health Professions Act*, R.S.A. 2000 c. H-7 and Regulations.
- (b) “Graduate Nurse – Temporary Permit Holder” means a person who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board; and who has been granted a Temporary Permit pursuant to the *Health Professions Act*, R.S.A. 2000 c. H-7 and Regulations.

- (c) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act*, R.S.A. 2000 c. H-7 and Regulations.
  - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.07 “Facility” means the site operated by the Employer.
- 2.08 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act*, R.S.A. 2000 c. H-7 and who holds an annual certificate.
- 2.09 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the *Health Professions Act*, R.S.A. 2000 c. H-7 and who holds an annual certificate.
- 2.10 “Shift” means a daily tour of duty of not less than three (3) consecutive hours exclusive of overtime hours.
- 2.11 “Union” shall mean the United Nurses of Alberta Local #194.
- 2.12 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.13 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.14 “Cycle of the shift schedule” shall mean the period of time when the shift cycle repeats itself. In those situations where the shift cycle does not repeat itself the term “cycle of the shift schedule” shall be understood to mean a period of time not to exceed six (6) weeks.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Alberta Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected representatives of the Union. The Union shall notify the Employer in writing of the names of the UNA Labour Relations Advisor and Local Executive and within two (2) calendar weeks of any changes.
- 3.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer and his/her representatives which may conflict with the terms of this Collective 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 Management retains the sole and exclusive control of all matters concerning the operation, management and administration of its business, holds exclusive rights over matters on which this Agreement is silent and in general, retains the residual rights of management. Such control and rights shall not be abridged except by special restrictions as set forth in this Agreement. Without restricting the generality of the foregoing, management may hire, classify, promote and, for cause discipline, demote for disciplinary reasons, suspend or discharge any Employee or Employees, all in accordance with its commitments and responsibilities. All of which shall be applied in a fair and reasonable manner.
- 4.02 The Employer will exercise its rights in a manner that is professional, fair and reasonable in circumstances and in accordance with the collective agreement.

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

- 5.01 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 and Local levies as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the fifteenth (15<sup>th</sup>) 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.
- (a) The Employer shall provide to the Union on a quarterly basis or as changes occur, a listing of Employees specifying the following:
- (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual);
  - (iv) Regular Hours of Work; and
  - (v) Date of Hire.



- 5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Union dues shall be deducted on a bi-weekly basis and submitted to the Union in accordance with Article 5.01(a).
- 5.04 The Employer shall continue to provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. In addition and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars or for Union business. Employees shall apply in writing and the Employer's reply shall be given in writing.
- (b) For two (2) members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
- (c) All such leave shall be without pay.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, marital status, family status, physical disability, mental disability, sexual orientation 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 refusal, limitation, specification or preference based on a bonafide occupational requirement.

## **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

### **7.01 Regular Hours of Work**

- (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
  - (i) eight (8) consecutive hours per day;
  - (ii) forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of eight (8) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of eight (8) 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 (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) 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 meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
- (d) If an Employee is recalled to duty during her meal period or rest period she shall be given the balance of the meal period or rest period later in her 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 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 rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at the overtime rate, in accordance with Article 8.

- (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 (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 **Shift Schedules**

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (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.
- (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 endeavor 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); and
  - (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 (2) blocks per year totaling not more than fourteen (14) calendar days per year.
- (f) Unless agreed otherwise between the Employer and the Employee, Employees working shift choices 7.02(d)(i), (v) and (vii), shall be assigned day duty at least two-fifths (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.

- (g) Shift schedules shall provide for:
  - (i) at least fifteen (15) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on one-half (1/2) of the weekends averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
  - (iv) not more than six (6) consecutive scheduled days of work.
  - (v) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8, for all regular hours worked during the period of violation.

#### 7.03 **Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than twelve (12) weeks.
- (c) The Employer shall provide the Union with a copy of each shift schedule upon request.

#### 7.04 **Schedule Changes**

- (a) If in the course of a posted schedule the Employer changes an Employee’s scheduled days off, she shall be paid at the overtime rate, in accordance with Article 8 for all hours worked on what would otherwise have been her off duty days, unless fourteen (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 her scheduled days off, she shall be paid at the overtime rate, in accordance with Article 8 for all hours worked during the first shift of the changed schedule, unless fourteen (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 portions of shifts, among themselves, provided that the exchange is agreed to between the affected parties.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Written notification of the shift exchange will be provided by the Employee(s) to the Director of Care. If the above notification is provided to the Director of Care less than 7 days prior to the shift exchange, then approval is required by the Director of Care and such approval shall not be unreasonable denied.
- (d) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (e) Such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (f) 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**

- (a) 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 report for a later shift, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's basic rate of pay.
- (b) In the event that an Employee reports for work as scheduled and is requested by the Employer to leave and less than four hours remain in the scheduled shift, the Employee shall be paid for the remaining hours of the scheduled shift. This does not apply in situations where the start time of the scheduled shift has been changed.
- (c) No employee shall receive payment for Article 7.06 (a) and 7.06 (b) concurrently.

**ARTICLE 8: OVERTIME**

- 8.01
- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day or on scheduled days of rest.
  - (b) The Employer shall designate an individual(s) on the facility premises or on call who may authorize overtime. A list shall be provided to the Union as needed. 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 prior to March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted in writing by the Employee prior to March 31, and shall not be unreasonably denied.

8.02 The overtime rate of two times (2X) the applicable basic hourly rate shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.

- 8.04 (a) The Employer shall endeavor to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting 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 a facility meal ticket at no cost.

- 8.07 (a) Where an Employee works overtime immediately following her or his shift and there is not a minimum of seven and a half hours off duty in the 12 hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to seven and a half 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: PROBATIONARY PERIOD**

- 9.01 (a) A new Employee shall serve a probationary period of 520 hours worked. The Employer shall provide an evaluation of each probationary Employee at least

once during the Employee's probationary period and again prior to the completion of her or his probationary period.

- (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.

9.02 Subject to Article 9.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

9.03 The Employer shall provide a paid orientation period for all new Employees. New Employees shall receive a minimum of five (5) and no more than seven (7) shifts of patient/resident/client care under guidance or supervision. The minimum of five (5) must include three (3) shifts on days, one (1) shift on evenings and one (1) shift on nights, all of which shall be under guidance or supervision.

#### **ARTICLE 10: SENIORITY**

10.01 (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:

- (i) service as a bargaining unit Employee in direct nursing care or community health nursing; and
- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause provided there was no break in the Employee's service for longer than six (6) months.

10.02 Seniority shall determine:

- (a) assignment of vacation times subject to the provisions specified in Article 14;
- (b) layoff and recall subject to the provisions specified in Article 13;
- (c) promotion and transfers within the bargaining unit subject to the provisions specified in Article 12; and
- (d) selection of available shift schedules by regular Employees of the same FTE subject to the provisions of Article 7.

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

- (a) when an Employee resigns from the facility;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall.

10.04 Seniority Lists

(a) Provision of Seniority Lists

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

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every year thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 13.01(a) or 13.02(b).

(b) Correction of Seniority Lists

The Union may question or grieve any inaccuracy within three (3) months of receiving the list. Thereafter the correct date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 10.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a casual Employee.

(c) Where an Employee claims previous service under Article 10.01 (b) (ii), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(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 these Employees sharing the same seniority date.

- 10.05 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), her seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.
- 10.06 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 their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 10.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 12: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Recognition of Previous Experience, vacation entitlement subject to Article 15: Vacation with Pay, sick leave accrual subject to Article 17: Sick Leave, or severance.

#### **ARTICLE 11: EVALUATIONS**

- 11.01 (a) Each Employee shall receive a yearly evaluation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 11.02 (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 twenty-four (24) hours. At the interview the Employee shall be given a copy of her evaluation document. The contents of her personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign her evaluation for the sole purpose of indicating that she is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the interview and her reply shall be attached to her evaluation and placed in her personnel file.
- 11.03 (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
- (b) An Employee may request in writing and shall be given a copy of any or all documents contained in her personnel file at the time she views her file,

pursuant to Article 11.03(a). An Employee may also request such copies on other occasions provided her request is reasonable in the circumstances and she 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.

11.04 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 12: PROMOTIONS, TRANSFERS & VACANCIES**

- 12.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall specify the facility, the unit (if applicable) and program, the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current shift pattern and commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer shall also be specified on the notice of vacancy. For temporary positions, the notice of vacancy shall also indicate the expected term.
- (e) Temporary positions maybe be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.
- 12.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
- (ii) a leave of absence granted for a period known to be longer than three (3) months; shall be posted in accordance with Article 12.01.
- (b) Where such a vacancy has been filled by the appointment of a regular fulltime or part-time Employee, and where, at the completion of the term expressed in Article 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, she shall be reinstated or placed in accordance with the terms of Article 12.07. A regular Employee achieving a temporary position shall maintain her 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 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, she shall resume the normal terms and conditions of employment as a casual Employee and the provisions of Article 26.11(b) shall no longer apply. A casual Employee achieving a temporary position pursuant to this provision shall maintain her 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 12.01(a).
    - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 12.02(a), unless the position posted commences after the expiry of the term for which she 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 Local. Such agreement shall not be unreasonably withheld.
- 12.03 Applications pursuant to Article 12.01(a) and Article 12.02 shall be made to the Employer in writing.
- 12.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and when these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.
- 12.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. 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 (5) calendar days of the appointment.
- 12.06 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 her a minimum hourly increase in the amount of the differential between the beginning rate of her present classification and the beginning rate of the classification to which she has been promoted.

- 12.07 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325 1/2) hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate her ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in her former position or, if such reinstatement is not possible, place her in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which she would be entitled had she remained in her former position.
- (d) When the Employer reinstates an Employee in her former position or places her in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 12.01 to 12.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 12.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.
- (f) A transferred Employee's first three (3) 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 (2) shifts shall be day shifts, and in addition the Employee's first shift on evenings or nights shall be under guidance or supervision.
- 12.08 An Employee's anniversary date, for the purpose of an increment, shall not be changed as a result of promotion.
- 12.09 When, because of inability to perform the functions of a position, or because of ill health or by her request, an Employee is transferred to a lower rated classification, her rate will be adjusted immediately to that step in the scale where she would have been positioned had she been retained in the lower rated classification from commencement of employment.
- 12.10 At time of hire, or transfer, or change of hours in accordance with Article 12.11, or change of category in accordance with Article 26, 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.

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

12.11 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 fourteen (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 12.10 equals or exceeds .4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 12.10 is less than .4 FTE the additional shifts may be offered to regular part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.
  - (v) A regular full-time or regular part-time Employee cannot decrease her or his FTE to less than a .4 FTE, unless otherwise agreed between the Employer and the Union.

- (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (b) Increasing regular hours of work for regular part-time Employees:
  - (i) (A) If regular full-time equivalents of less than .4 or temporary FTEs of less than 12 months and .4 become available on the unit such hours may be offered, to regular part-time Employees in order of seniority, working on the unit 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 seniority. Subject to Article 12.10(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 the Article, such hours may be offered to Regular Part-time Employees in accordance with Article 12.10(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 the process.
  - (v) Any unassigned hours following the completion of Article 12.10 above will not remain subject to the provisions of Article 12.10.
  - (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 12.10.
  - (viii) No regular part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.

- (ix) Where a regular part-time extended shift Employee increases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to Article 12.10 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 12.10 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 12.10 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 12.10 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 12.10 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 12.10 shall not be considered a violation of Articles 12: Promotions Transfers & Vacancies; 13: Layoff and Recall; or 26: Part-time, Temporary and Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 12: Promotions, Transfers & Vacancies and 13: Layoff and Recall in circumstances where a position has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Articles 12: Promotions, Transfers & Vacancies and 13: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provision of Article 12.10 (b) (iii) apply.

### **ARTICLE 13: LAYOFF AND RECALL**

13.01A For the purpose of Article 13: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

#### **13.01 Notice**

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off twenty-eight (28) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith,

except that the twenty-eight (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, twenty eight (28) calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

13.02 (a) Subject to the provisions of Article 13.02(b), lay-off shall occur in reverse order of seniority.

- (b) Notwithstanding the provisions of Article 13.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when lay-off in accordance with Article 13.02(a) would result in retaining Employees who do not have the ability to perform the work.

### 13.03 Displacement

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided she has not less than twenty-four (24) months of seniority, have the right to displace an Employee with less seniority in a position for which she has the ability to perform the work or, at her option, take a position which is vacant and for which she has the ability to perform the work.

- (b) An Employee exercising her right to displace another Employee or to take a vacant position pursuant to Article 13.03(a) shall within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of her position or displacement, advise the Employer, in writing, of her decision, including the name of the Employee she wishes to displace or the vacant position she wishes to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, she shall be deemed to have waived her right to displace another Employee or take a vacant position and the Employer shall:

- (i) place her in any available vacant position of the Employer's choice for which she has the ability to perform the work; or
- (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.02 by serving notice pursuant to Article 13.01.

- (c) Where an Employee with less than twenty-four (24) months of seniority has her 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 she has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.02 by serving notice pursuant to Article 13.01.
- (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 is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

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

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

13.06 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 18.01 on behalf of a laid off Employee for a maximum of one (1) months premium.
- (b) Employees laid off for more than one (1) month 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 18.01.

### 13.07 **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, 9, and 12.
- (b) Where an Employee works while on lay-off in accordance with Article 13.04(b), the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 13.01(a) while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall be served with notice under Article 13.01 after she has advised the Employer of her 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 14: VACATIONS WITH PAY**

### 14.01 Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) 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 first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) days inclusive of any month, the first (1<sup>st</sup>) day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the sixteenth (16<sup>th</sup>) and last days inclusive of any month, the first (1<sup>st</sup>) day of the following calendar month.

### 14.02 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:

- (i) during the first (1<sup>st</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;

- (ii) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days;
  - (iii) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
  - (iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.
- (b) Employee with Less than a Year of Service

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

(c) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to 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 twenty-five years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five work days vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

14.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. An Employee shall submit their vacation preference for at least seventy five (75%) percent of their annual vacation entitlement by March 15<sup>th</sup> of that year. Where an Employee submits her vacation preference by March 15<sup>th</sup> 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

- 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (c) When an Employee submits a request in writing after April 30<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
  - (d) Notwithstanding Article 14.03 (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 no later than March 1 of the applicable vacation year and shall not be unreasonably denied.
  - (e) Notwithstanding Article 14.03 (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.
  - (f) In order to enable as many Employees as possible to take their vacation during the prime vacation period of June, July and August, and considering the operation of the facility, Employees with more than two weeks vacation entitlement may be restricted to a maximum of two weeks at one time during June, July and August. These Employees may take the remainder of their vacation entitlement outside of the prime vacation period.
  - (g) Notwithstanding Article 14.03(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.
  - (h) 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 provision. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (2X) her or his basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all nonrefundable cost related to the cancellation of the vacation.

**14.04 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 31 in the preceding year at her basic rate, together with
  - (ii) six percent (6%) in the case of an Employee entitled to fifteen (15) working days vacation per annum; eight percent (8%) in the case of an Employee entitled to twenty (20) working days vacation per annum; or ten percent (10%) in the case of an Employee entitled to twenty-five (25) working days vacation per annum; of the Employee's regular earnings from the first (1<sup>st</sup>) 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 (1) year of employment by the Employer; or
  - (ii) without giving proper notice under "Discipline, Dismissal and Resignation", Article 20.10, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid no later than three (3) business days after the last shift worked.

**14.05** An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 14.02 for:

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 16.03;
- (b) periods during which the Employee is in receipt of Short Term Disability benefits;
- (c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits; and
- (d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

## **ARTICLE 15: NAMED HOLIDAYS**

15.01 (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     | August Civic Day |
| Alberta Family Day | Labour Day       |
| Good Friday        | Thanksgiving Day |
| Victoria Day       | Remembrance Day  |
| Canada Day         | Christmas Day    |
| Boxing Day         |                  |

and any day proclaimed to be a holiday by:

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

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

- (a) work her 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.

15.03 (a) Except as specified in Article 15.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

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

(b) An Employee obliged to work on the August Civic Holiday or Christmas Day 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; or
- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 15.03(a) (i) and (ii) or 15.03(b) (i) and (ii) until such time as the Employee and Employer have endeavored to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 15.04 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 15.03 above.
- 15.05 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 15.03.
- 15.06 (a) An Employee shall be so scheduled as to provide her with days off on at least four (4) of the actual Named Holidays unless otherwise requested by the Employee, and approved by the Employer. Unless otherwise requested, by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 15.06(a) shall be scheduled such that she shall have two (2) consecutive days where she 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 15.06(a) shall be scheduled such that she shall have two (2) consecutive days where she 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 16: SICK LEAVE**

- 16.01 (a) Sick leave is provided for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The 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.
- 16.02 After three (3) months of service an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one

hundred and twenty (120) working days provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of three (3) months of service.

- 16.03 (a) An Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- (b) Working for another Employer while in receipt of sick leave benefits from this facility shall be considered just cause for immediate dismissal.
- 16.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 16.05 When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 16.06 Sick leave shall be granted:
- (a) if an Employee becomes ill during her vacation period only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (b) 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 Article 16.06 (a), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.



- 16.07 (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 former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place her in the same position held by her immediately prior to her disability;
  - (b) An Employee who does not qualify for L.T.D.I. benefits and who exhausts her 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 eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave she shall provide the Employer with one (1) months notice of her intention to return to work. The Employer shall then reinstate her in the same classification which she 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 13.03.
- 16.08 Upon written request of an Employee, the Employer shall advise an Employee of her accrued sick leave credits.
- 16.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 16.10 When an Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer. She may be required to submit satisfactory proof of such appointment.
- 16.11 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, and 12.
- 16.12 If an Employee required time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 16.13 (a) 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 26.10, the Casual Employee shall not have access to the frozen sick leave bank.

- (b) Where a Casual Employee in Article 26.10 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 16: Sick Leave.
- (c) Where an Employee terminated 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 26.10, the casual Employee shall not have access to the frozen sick leave bank.
- (d) Where an Employee terminated their employment with the Employer, and within six months of termination, obtains a regular or temporary position with an Employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous Employer.

#### **ARTICLE 17: WORKERS' COMPENSATION**

- 17.01 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 former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
  - (b) incapable of performing the duties of her former position, shall be entitled to benefits she is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 16 or 18.
  - (c) 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.
- 17.02 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, and 12.

## **ARTICLE 18: EMPLOYEE BENEFITS**

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

- (a) Insurance Carrier as decided by the Employer to cover - Drugs 80% reimbursement.
- (b) Alberta Health Care Insurance Plan
- (c) Health Benefits Trust Agreement or equivalent, inclusive of:
  - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]) with an option to double that amount;
  - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
  - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty six and two thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1<sup>st</sup>) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15<sup>th</sup>] day following the commencement of non-hospitalized sickness);
  - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty six and two thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
  - (v) Insurance Carrier as decided by the Employer to cover a Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services and fifty percent (50%) of eligible Extensive Services, and 50% of eligible Orthodontic Services (including coverage for adults) in accordance with the Alberta Blue Cross Usual and Customary Fee Guide, or equivalent.

Extensive Services shall include implants and appliances (appliances to include mouth guards for therapeutic use). A maximum annual reimbursement of \$3,000 per insured person per benefit year shall

apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum of \$3,000 per insured person.

- (vi) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every 24 months per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery.

18.02 Where the benefits specified in Article 18.01 are provided through administrative or insurance contracts 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.

18.03 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee for all benefits specified with the exception of the Alberta Health Care Insurance Plan where the premium costs shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the Employee.

18.04 The Employer shall make available to all Employees brochures and other relevant information concerning the above plans, upon hiring and to all Employees and the Union when there are changes to the plans.

18.05 (a) The Employer shall provide one (1) 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 18.01.

18.06 Such coverage shall be provided to regular and temporary Employees except for:

(a) a part-time Employee whose hours of work are less than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

(b) a temporary Employee who is hired to work for a position of less than six (6) months; and

(c) a casual Employee.

## **ARTICLE 19: LEAVES OF ABSENCE**

### **19.01 General Leave**

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

## 19.02 **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, fiancé(e), niece, nephew, aunt, uncle. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, stepbrother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

## 19.03 **Maternity Leave**

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits or disability benefits. Maternity leave shall not exceed twelve (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) An Employee on such leave shall provide the Employer with two (2) 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.
- (e) 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.

- (f) 75%/25% premium cost sharing will continue for twelve 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.

#### 19.04 **Adoption/Paternity Leave**

- (a) An Employee who has completed her probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve (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 two (2) 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.
- (b) The Employee may commence adoption leave upon one (1) day's 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 upon giving fourteen (14) calendar days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.
- (d) 75%/25% premium cost sharing will continue for twelve 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.

#### 19.05 **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 twenty-four (24) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.
- (c) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill

requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.

#### 19.06 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of her employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled shift(s) so missed;
- (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 she is called as a juror or witness in matters arising out of her employment with the Employer, she 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, she shall be granted a leave of absence without pay.

#### 19.07 **General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 19.03 and 19.04, 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 18, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

#### 19.08 **Special Leave**

Each calendar year, each regular and temporary Employee shall be entitled to four (4) special leave days, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention. The Employee shall inform the

Employer of such and shall use sick leave, a vacation day, unpaid leave of absence or banked overtime for the hours not worked, whatever the Employee chooses.

Effective April 1, 2016, delete the above provision and replace with the following:

### **Special Personal Leave**

- (a) Each Employee shall be entitled to three (3) personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.
- (b) If employment commences on or after August 1<sup>st</sup> of the year, personal leave days will be prorated for the remainder of the year as follows:
  - (i) August 1<sup>st</sup> – November 30<sup>th</sup>: two (2) personal leave days
  - (ii) December 1<sup>st</sup> – March 31<sup>st</sup>: one (1) personal leave day.

### **19.09 Terminal Care Leave**

An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence as per the general conditions outlined in Article 19.08 (b), (c), and (d) for a period up to six (6) 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. Applications for leave of absence for terminal care leave shall be made in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate date of departure on leave and the Employee shall provide the Employer with one (1) week written notice of readiness to return to work.

- 19.10 Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave or terminal care leave when circumstances make it reasonable to do so.

Effective April 1, 2016, delete (amend) and replace with the following:

Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care or personal leave when circumstances make it reasonable to do so.



**19.11 Military Leave**

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

**19.12 Leave for Public Affairs**

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

**ARTICLE 20: DISCIPLINE, DISMISSAL AND RESIGNATION**

20.01 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 (10) 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.

20.02 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 (10) 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.

20.03 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 (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

20.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or

in any event, after two (2) 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.

- 20.05 The procedures stated in Articles 20.01, 20.02 and 20.03 do not prevent immediate suspension or dismissal for just cause.
- 20.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (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.
- 20.07 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 20.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her services with the Employer.
- 20.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 20.10 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee resigning unless otherwise agreed to between the Employee and the Employer.
- 20.11 Vacation pay on termination shall be paid in accordance with Article 14.04.
- 20.12 For the purposes of Article 23.01, 23.02, 23.03 and 23.06, periods to 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 15: Named Holidays.

## **ARTICLE 21: NO STRIKE OR LOCKOUT**

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

## **ARTICLE 22: SALARIES**

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

- 22.02 (a) Upon obtaining her Alberta Registered Psychiatric Nurse designation:
- (i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her registration examinations or her most recent date of employment, whichever is later; and
  - (ii) in all other cases, a nurse who is not registered on her 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 her Alberta Registration with the Employer or her 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 she has completed a training program substantially equivalent to a NEPAB-approved shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing her course registration - examination or her most recent date of employment, whichever is later; and
  - (ii) In all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7* and who subsequently qualifies to have her name entered into the register of registered nurses, shall be paid the rate applicable to a Registered Nurse, retroactive to the date:
    - (A) of issuance of the temporary permit; or
    - (B) of successfully writing her nurse registration examination if such is required; or
    - (C) her most recent date of employment, whichever is later.
- 22.03 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.

- 22.04 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 hours on the designated pay day.
- 22.05 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.
- 22.06 The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- 22.07 Where an Employee submits a written request for notification of sick leave credits, vacation credits, overtime accumulation and days in lieu of Named Holidays, the Employer will provide the requested information within five working days, excluding weekends and Named Holidays.

#### **ARTICLE 23: EDUCATIONAL ALLOWANCES**

- 23.01 (a) For the purpose of establishing an Employee's basic rate of pay, the Employer will recognize courses, diplomas and degrees relevant to exclusive nursing practice offered by bona fide post secondary educational institutions.

##### **Course Hourly Allowance**

Clinical Course 50¢

Gerontological Course 70¢ effective Nov 16, 2015

Active registration in the CARNA plus Degree or Diploma in Psychiatric Nursing or a Diploma or Degree in Nursing plus active registration in CRPNA 50¢

Course in Nursing Unit Administration 50¢

One Year Diploma 50¢

Baccalaureate Degree \$1.25

Masters Degree: \$1.50, effective Nov 16, 2015

Doctorate Degree: \$1.75, effective Nov 16, 2015

- (b) An education allowance for Baccalaureate Degrees pursuant to Article 23.01 (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
  - (C) by International Qualifications Assessment Service (IQAS); 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.
- 23.02 The allowances for a clinical course are payable only when the course is applicable to the position held by the Employee.
- 23.03 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer or from the date of hire, whichever is the later.

#### **ARTICLE 24: RECOGNITION OF PREVIOUS EXPERIENCE**

- 24.01 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 (5) year lapse will not be recognized.
  - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
  - (c) If an RN or RPN has completed a nursing refresher course within the past twelve (12) months, the Employer will recognize experience that is more than five (5) years old.
- 24.02 The Employer shall provide to an Employee, upon termination, a letter of portability detailing the Employee's experience at Salem Manor Nursing Home.
- 24.03 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

#### **ARTICLE 25: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

##### **25.01 (A) Shift Differential**

A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (d) Notwithstanding (b) above, for Employees working a regular shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.

25.01 **(B)** A shift differential of five dollars (\$5.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

25.02 **Weekend Premium**

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours on a Friday, no weekend premiums will be paid for hours worked on the Friday.

- 25.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 25.04 No Employee shall receive payment under 25.01 (A) and (B) concurrently.

**ARTICLE 26: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

**26.01 Part-Time Employees**

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

**26.02 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 eight (8) hours per day and in any event, shall be less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) At the time of hire or transfer each Employee shall receive a letter of hire indicating the Employee's employment status. The Employer shall supply to each Employee a letter which states the specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for each part-time Employee. When an Employee transfers positions during the course of her employment the Employer shall provide the Employee with a letter confirming the Employee's change in position status. The Employer shall supply to each Employee a letter which states the 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 letters shall be signed by the Employer and Employee. Such hours and shift, detailed both at the time of hire and in the event of a transfer, 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 26.03.

- (v) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her scheduled days of rest, she shall be paid her basic rate for hours worked up to eight (8) hours in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of eight (8) hours in a day.
- (vi) Where the Employer requires a part-time Employee to work without her having volunteered or agreed to do so or on her scheduled day of rest, she shall be paid two times (2X) the applicable basic hourly rate for work performed.”

26.03 (A) 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 fifteen (15) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on one-half (1/2) of the weekends, averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) 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 26.02:7.01(a)(iii).”

(B) Violation of any provision of Article 26.03 shall result in payment to each affected Employee at two times (2X) her basic rate of pay for all regular hours worked during the period of violation.

26.04 (a) Part-time Employees shall be entitled to an increment on the completion of one thousand eight hundred and twenty nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.



- (b) For part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) 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 26.04(a).

26.05 In the case of part-time Employees, amend Article 14.02 to read:

“14.02 (A) Only those hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a maximum of eight (8) 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:

(a) Regular part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

|  |   |                                   |   |
|--|---|-----------------------------------|---|
| Hours worked during the vacation year at the rate specified in 26.05(14.02(A)) | X | The applicable % outlined below = | Number of hours of paid vacation time to be taken in the next following vacation year |
|--|---|-----------------------------------|---|

(b) six percent (6%) during each of the first employment year;

(c) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;

(d) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;

(e) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent years.

(C) Regular part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

|  |   |                                   |   |
|--|---|-----------------------------------|---|
| Hours worked during the vacation year at the rate specified in 26.05(14.02(A)) | X | The applicable % outlined below = | Number of hours of paid vacation time to be taken in the next following vacation year |
|--|---|-----------------------------------|---|

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).”

26.06 Amend Article 14.04(a) to read:

“14.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 26.05 will be paid in compliance with Article 14.04(c).”

26.07 Amend Article 15 to read:

“15.01 Part-time and casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point four percent (4.4%) of their regular earnings in lieu of Named Holidays.

15.02 (a) A part-time or casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) her basic rate of pay for all hours work on that day.

(b) A part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X her basic rate of pay for all hours worked.

15.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide her with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 15.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she 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 15.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

- (c) Where a Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named Holiday, those hours may, at the request of the Employee, be rescheduled in the cycle of the shift schedule.”

26.08 Amend Article 16.02 to read:

“16.02 (a) A part-time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee. Such Employee shall not be entitled to apply sick leave credits prior to the completion of sixty-five (65) shifts of service with the Employer.

16.02 (b) For part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours.

Sick leave shall only be paid for regularly scheduled shifts missed due to illness or injury.

26.09 **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 13: 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 12.02, if so eligible, or termination of her employment pursuant to Article 26.09 (b).

**Casual Employees**

26.10 Except as modified in this Article, all provisions of this Collective Agreement shall apply to part-time and casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 10, 13, 15, 16 (except 16.13(b)), 17, 18 and 19 shall have no application to casual Employees.

26.11 (a) No casual Employee shall be scheduled except with her consent. Except where a casual Employee is scheduled for a specific job or relieves for

absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.

- (b) Where a casual Employee is transferred to a position pursuant to Article 12.02, she shall receive the benefits of a temporary Employee while filling that position.
- (c) Where a casual Employee is regularly scheduled under the provisions of Article 2.04(b) (ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (d) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid four (4) hours' pay at the Employee's basic rate of pay.
- (e) A casual employee shall be entitled to the applicable overtime rate for all authorized hours worked in excess of:
  - (a) eight (8) hours per day, or
  - (b) eighty (80) hours in a bi-weekly pay period.

26.12 In the case of casual Employees, amend Article 14 to read:

“14.01 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to six percent (6%) of their regular earnings in lieu of vacations with pay.”

26.13 Amend Article 15 to read:

15.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point four percent (4.4%) of their regular earnings in lieu of Named Holidays, to be paid every two week pay period.

15.02 (a) A casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) her basic rate of pay for all hours worked on that day.

(b) A casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X her basic rate of pay for all hours worked.

15.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide her with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 15.03(a) above, shall be scheduled such that she shall

have two (2) consecutive days where she 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 15.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

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

26.15 Casual employees shall be entitled to an increment on the completion of 1829 regular hours actually worked to the maximum increment granted full time employees.

#### **ARTICLE 27: COPIES OF COLLECTIVE AGREEMENT**

27.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in pocket-size booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

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

#### **ARTICLE 28: GRIEVANCE PROCEDURE**

##### **28.01 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 30 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 30 shall be sufficient if delivered to the Administrator of the facility or in her absence, her 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.

##### **28.02 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 15.

- (b) Time limits may be extended by mutual agreement in writing.

**28.03 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 unit supervisor. If the dispute is not resolved satisfactorily, within two (2) 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 Director of the Department within twelve (12) 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 Director of the Department shall meet with the Union within five (5) days of receipt of the grievance to attempt to settle the dispute. The decision of the Director shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

- (c) *Step 3*

The written grievance, within seven (7) days of receipt of the decision of the Director under Step 2, may be advanced to the Administrator. The Administrator shall meet with the Union within five (5) days of receipt of the grievance to attempt to settle the dispute. The decision of the Administrator shall be communicated, in writing, to the Union within seven (7) days of the submission.

- (d) *Step 4*

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

- (e) 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.

#### 28.04 **Disputes Between the Parties**

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance 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 Director of the Department or Local Union President, by a representative of the aggrieved party within twelve (12) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

#### 28.05 **Default**

- (a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at Step 2, 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.
- (b) Prior to the grievance being advanced to arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least one (1) meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to arbitration shall do so in writing within forty-five (45) days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

#### 28.06 **Grievance Mediation**

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five (5) days of the request,

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

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

## **ARTICLE 29: RRSP**

- 29.01 (a) The Employer shall contribute up to seven percent (7%) of an Employee's gross earnings to a Group Registered Retirement Savings Plan on a biweekly basis. The Employer shall match the Employee's contribution into the Group RRSP.
- (b) The Employer shall detail the amount of both their contribution and the Employee's contribution on the Employee's bi-weekly pay stubs.

## **ARTICLE 30: ARBITRATION**

- 30.01 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.
- 30.02 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 (7) days of the receipt of notification provided for in Article 28.01 above, the parties shall request the Director of Mediation Services to appoint an arbitrator.
- 30.03 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 (5) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The other party shall respond, within five (5) days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 28.02.
- 30.04 After a sole arbitrator/Arbitration Board has been selected in accordance with the above procedure, she/they shall meet with the parties within twenty-one (21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing and shall render a decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 30.05 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.
- 30.06 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 her/them seems just and reasonable in all the circumstances.



- 30.07 The fees and expenses of the sole arbitrator shall be borne equally by the two parties. Where a 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 borne equally by the two (2) parties.
- 30.08 Any of the time limits herein contained in the Arbitration proceedings may be extended only if mutually agreed to in writing by the parties.
- 30.09 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 15.

### **ARTICLE 31: OCCUPATIONAL HEALTH & SAFETY**

- 31.01 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*.
- 31.02
- (a) There shall be an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid her 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
  - (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
  - (d) 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. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in writing.
  - (e) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.

- (f) (i) Should an issue not be resolved by the committee, the issue shall be referred to the Administrator. A resolution meeting between the Union and the Administrator, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the Administrator. The Administrator 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 Administrator's written response, the Union may request and shall have the right to present its recommendation(s) to the Governing Board.

The Governing Board shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Union.

- 31.03 The Employer shall not unreasonably deny Committee Members access to the workplace to conduct safety inspections.
- 31.04 No Employee shall be assigned to work alone on a wing.
- 31.05 Where an Employee requires specific immunization and titre, as a result of or related to her work, it shall be provided at no cost.
- 31.06 No regularly scheduled shift shall begin or end between the hours of twenty-four hundred (2400) and zero six hundred (0600) hours without prior consultation with the Union.
- 31.07 The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.
- 31.08 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 Occupational Health and Safety Committee pertaining to all hazard assessments.

## **ARTICLE 32: IN-SERVICE PROGRAMS**

- 32.01 (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
  - (ii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures)
  - (iii) Evacuation and disaster procedures
  - (iv) Proper lifting and transferring and prevention of injuries.
  - (v) WHMIS
- (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 twenty-three (23) hours per year. The twenty-three (23) hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 32.01(b) and shall include prevention and management of staff abuse.
- (e) The Employer shall make available in each facility no fewer than five (5) current nursing journals.

### 32.02 **Professional Development Days**

Upon request, each Employee shall be granted at least three (3) professional development days annually, at the basic rate of pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fee, subsistence and other expenses that will be paid by the Employer. Such hours not used in each fiscal shall not be carried forward into subsequent years. Application for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

32.03 Effective beginning the 2016-2017 registration year:

- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) two hundred and fifty (\$250) dollars for their dues if they have accumulated eight hundred and thirty two (832) or more regular hours actually worked in the previous calendar year.
- (b) Regular hours actually worked in clause (a) includes:
  - (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Worker's Compensation, and
  - (v) Educational leave up to twenty-four (24) months.
- (b) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
  - (i) The CARNA,
  - (ii) The College of Registered Psychiatric Nurses of Alberta; or
  - (iii) Any alternative Professional College acceptable to the Employer.

### **ARTICLE 33: PROFESSIONAL RESPONSIBILITY**

- 33.01
- (a) A Professional Responsibility Committee shall be established with at least two (2) Employees elected by the Union and equal number representatives of the Employer. A Chairwoman shall be elected from amongst the Committee. The Committee shall meet within ten (10) working days of receiving a written professional responsibility complaint.
  - (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 Professional Responsibility 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 Employers relative to patient/resident/client care.

- (e) Where a complaint or concern is specific to one (1) wing, the Union shall discuss the complaint with the unit supervisor before the matter is discussed at the Professional Responsibility Committee.
- (f) When an issue is unresolved for more than forty-five (45) calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present the issue to the Governing Board. The Governing Board will then give their reply to the Professional Responsibility Committee within thirty (30) calendar days.
- (g)
  - (i) Should an issue not be resolved by the committee, the issue shall be referred to the Administrator. A resolution meeting between the Union and the Administrator, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the Administrator. The Administrator 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 Administrator's written response, the Union may request and shall have the right to present its recommendation(s) to the Governing Board. The Governing Board shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Union.
- (h) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Professional Responsibility Committee.

33.02 An Employee attending Professional Responsibility Committee meetings shall be paid her basic rate of pay for such attendance.

33.03 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body. The Employee shall provide proof of registration to the Employer within thirty (30) calendar days of receiving their renewal of registration from their professional body.

#### **ARTICLE 34: JOB DESCRIPTION**

34.01 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. Copies of such descriptions shall be on hand at each Nursing Unit and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

### **ARTICLE 35: COMMITTEE PARTICIPATION**

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

### **ARTICLE 36: CHARGE PAY AND TEMPORARY ASSIGNMENT PAY**

#### **36.01 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 (2) hours or more, an alternate will be designated in charge. Wing B and Wing C shall be considered to be one unit.
- (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 two dollars (\$2.00) per hour.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request, including the authority or process for augmenting staff.
- (d) The person in charge of a unit on a specific shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.
- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

#### **36.02 Temporary Assignment Pay**

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

**SALARY APPENDIX**

| <b>CLASSIFICATION</b>  | <b>STEP</b> | <b>April 1,<br/>2013</b> | <b>April 1,<br/>2014</b> | <b>April 1,<br/>2015</b> | <b>April 1,<br/>2016</b> |
|--|-------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Registered Nurse<br>Registered<br>Psychiatric<br>Nurse       | Year 1      | 34.31                    | 35.00                    | 35.78                    | 36.86                    |
|  | Year 2      | 35.63                    | 36.34                    | 37.16                    | 38.28                    |
|  | Year 3      | 36.95                    | 37.69                    | 38.54                    | 39.69                    |
|  | Year 4      | 38.27                    | 39.04                    | 39.91                    | 41.11                    |
|  | Year 5      | 39.60                    | 40.39                    | 41.30                    | 42.54                    |
|  | Year 6      | 40.90                    | 41.72                    | 42.66                    | 43.94                    |
|  | Year 7      | 42.23                    | 43.07                    | 44.04                    | 45.37                    |
|  | Year 8      | 43.48                    | 44.35                    | 45.35                    | 46.71                    |
|  | Year 9      | 45.03                    | 45.93                    | 46.96                    | 48.37                    |
| Certified Graduate Nurse<br>Graduate<br>Psychiatric<br>Nurse | Year 1      | 31.39                    | 32.02                    | 32.74                    | 33.72                    |
|  | Year 2      | 32.36                    | 33.01                    | 33.75                    | 34.76                    |
|  | Year 3      | 33.04                    | 33.70                    | 34.46                    | 35.49                    |
|  | Year 4      | 33.64                    | 34.31                    | 35.08                    | 36.14                    |
| Graduate Nurse -<br>Temporary Permit Holder                  | Year 5      | 34.17                    | 34.85                    | 35.64                    | 36.71                    |
|  | Year 6      | 34.89                    | 35.59                    | 36.39                    | 38.67                    |
|  | Year 7      | 36.00                    | 36.72                    | 37.55                    | 38.67                    |
|  | Year 8      | 37.04                    | 37.78                    | 38.63                    | 39.79                    |
|  | Year 9      | 38.34                    | 39.11                    | 39.99                    | 41.19                    |

April 1, 2016 Wage Reopener (see below)

Re: Wage Re-Opener:

1. The Parties agree that, for the April 1, 2016 to March 31, 2017 year of the Collective Agreement, there will be a wage re-opener.
2. The Parties agree the only item open for negotiations shall be a general wage increase to the salary grids contained in the Salary Appendix of the Collective Agreement.
3. The Parties shall commence negotiations for a general wage increase not earlier than January 15, 2016 and no later than February 15, 2016.
4. If by March 1, 2016, the Employer and Union have not been able to agree upon the general wage increase, either party may notify the other in writing of its desire to submit resolution of the general wage increase to interest arbitration.



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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: IN CHARGE**

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In the event that the person designated in charge is away from the facility for two hours or more, the Employer agrees to designate a Registered Nurse in charge on each Wing B and Wing C during the day and evening shifts and a Registered Nurse in charge of the facility on the night shift.

Each Registered Nurse designated as in-charge shall be paid an additional two dollars (\$2.00) per hour.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: SEVERANCE**

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**Purpose**

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services.

**Severance Offering and Eligibility**

2. The program will be offered in accordance with the provisions of this Letter of Understanding, 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 ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of UNA certified regular Employees.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
4. The Program will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
  - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay).

- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

### Severance Approval

6. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the regular Employee's fulltime equivalency, or a comparable full-time equivalency.
- (c) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

### Operation of the Program

7. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 13: Layoff and Recall.
  - (a) Employees whose application for severance are approved 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.
  - (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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: SCHEDULING**

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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 63.50 hours off duty.

For Employees moving from day shift to evening shift – two complete calendar days off, ensuring a minimum of 71.50 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 55.50 hours off duty.

For Employees moving from evening shift to day shift – two complete calendar days, ensuring a minimum of 55.50 hours off duty.

For Employees moving from evening shift to evening shift – two complete calendar days, ensuring a minimum of 63.50 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 47.50 hours off duty.

For Employees moving from night shift to day shift – two complete calendar days off, ensuring a minimum of 71.50 hours off duty.

For Employees moving from night shift to evening shift – two complete calendar days, ensuring a minimum of 79.50 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 63.50 hours off duty.

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: MARKET CONDITION LUMP SUM PAYMENT**

---

**Effective April 1, 2014:**

1. An Employee shall receive a market condition lump sum payment of up to one thousand five hundred (\$1500) dollars, to be paid semi annually, as follows:
  - (a) Full-time Employees shall receive:
    - (i) \$750 on the first pay day following the pay period which includes September 30; and
    - (ii) \$750 on the first pay day following the pay period which includes March 31.
  - (b) Part-time and Casual Employees shall receive:
    - (i) \$750 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) \$750 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.

**Effective April 1, 2015 and onward:**

1. An Employee shall receive a market condition lump sum payment of up to one thousand seven hundred (\$1750) dollars, 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, and
  - (d) Absences while receiving Workers’ Compensation.
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. This Letter of Understanding shall not apply to Undergraduate Nurses.
5. The 2014 lump sums shall be payable within 120 calendar days of ratification.
- Any applicable lump sums for 2015 payable before date of ratification shall be payable within 120 calendar days of ratification.
6. This Letter of Understanding shall remain in effect for the life time of the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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



**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: LUMP SUM PAYMENT**

---

**1. 2013 Lump Sum**

- (a) The two thousand (\$2,000) dollar amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual employees, the two thousand (\$2,000) dollar 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 to a maximum of two thousand (\$2,000) dollars.
- (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 twenty four (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 payment shall not be RRSP eligible.

**2. 2014-15 and the 2015-16 Lump Sum Payments**

- (a) The one thousand (\$1,000) dollar amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual employees, the one thousand (\$1,000) dollar amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2014 and March 31, 2015 and March 31, 2016, (as the case may be) to the full-time hours of work to a maximum of one thousand (\$1,000) dollars.
- (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 twenty four (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 pro-rated.
- (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 payment shall not be RRSP eligible.
- (i) Any applicable lump sums pursuant to this Letter of Understanding payable before date of ratification shall be payable within 120 calendar days of ratification.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: SIGNING BONUS**

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A signing bonus shall apply as follows for the years 2013, 2014 and 2015.

To be eligible for a payment within a particular calendar year, the employee must have been employed in the particular year. An employee must also have worked .40 FTE or more in the previous calendar year to qualify for a payment and held active registration with CARNA or the Registered Psychiatric Nurses Association of Alberta.

\$150 shall be payable in 2013  
\$150 shall be payable in 2014  
\$150 shall be payable in 2015

Such payments shall be subject to statutory deductions.

Such payments are not RRSP eligible.

Such payments shall be made within 120 calendar days following ratification.

This Letter of Understanding shall expire 121 days following ratification.

An Employee whose employment has terminated prior to the signing of the Collective Agreement is eligible to receive retroactively any lump sums they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the signing of the Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
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(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 programs shall be implemented.

**Retention Recognition**

1. 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.
2. 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.
3. Within 90 days of:
  - (a) ratification of the Collective Agreement, or
  - (b) date of employment, or
  - (c) achieving 20 calendar years of nursing service, an Employee eligible for a pay adjustment in paragraph 1 above shall provide the Employer with reasonable proof of the Employee’s calendar years of nursing service, as described in paragraph 2 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.

Long Service pay rates to appear in LOU:

| <b>CLASSIFICATION</b>  | <b>STEP</b> | <b>Long Service April 1, 2013</b> | <b>Long Service April 1, 2014</b> | <b>Long Service April 1, 2015</b> | <b>Long Service April 1, 2016</b> |
|--|-------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Registered Nurse<br>Registered<br>Psychiatric<br>Nurse       | Year 1      | 35.00                             | 35.70                             | 36.50                             | 37.60                             |
|  | Year 2      | 36.34                             | 37.07                             | 37.90                             | 39.05                             |
|  | Year 3      | 37.69                             | 38.44                             | 39.31                             | 40.48                             |
|  | Year 4      | 39.04                             | 39.82                             | 40.71                             | 41.93                             |
|  | Year 5      | 40.39                             | 41.20                             | 42.13                             | 43.39                             |
|  | Year 6      | 41.72                             | 42.55                             | 43.51                             | 44.82                             |
|  | Year 7      | 43.08                             | 43.93                             | 44.93                             | 46.28                             |
|  | Year 8      | 44.35                             | 45.24                             | 46.26                             | 47.64                             |
|  | Year 9      | 45.93                             | 46.85                             | 47.90                             | 49.34                             |
| Certified Graduate Nurse<br>Graduate<br>Psychiatric<br>Nurse | Year 1      | 32.02                             | 32.66                             | 33.39                             | 34.39                             |
|  | Year 2      | 33.01                             | 33.67                             | 34.43                             | 35.46                             |
|  | Year 3      | 33.70                             | 34.37                             | 35.15                             | 36.20                             |
|  | Year 4      | 34.31                             | 35.00                             | 35.78                             | 36.86                             |
| Graduate Nurse -<br>Temporary Permit Holder                  | Year 5      | 34.85                             | 35.55                             | 36.35                             | 37.44                             |
|  | Year 6      | 35.59                             | 36.30                             | 37.12                             | 38.23                             |
|  | Year 7      | 36.72                             | 37.45                             | 38.30                             | 39.44                             |
|  | Year 8      | 37.78                             | 38.54                             | 39.40                             | 40.59                             |
|  | Year 9      | 39.11                             | 39.89                             | 40.79                             | 42.01                             |

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SALEM MANOR SOCIETY  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #194  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: ARTICLE 31.02 (F)**

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For the period during which Extendicare (Canada) Inc. provides management oversight to the Employer and notwithstanding contract wording in Article 31.02 (f), Article 31.02 (f) is amended to read as follows:

- (f) (ii) Should the issue remain unresolved following the Administrator’s written response, the Union may request and shall have the right to present its recommendation(s) to the Regional Director, Extendicare (Canada) Inc. whose oversight includes the Employer.

The Regional Director, Extendicare (Canada) Inc. whose oversight includes the Employer shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Union.

- (i) Should the issue remain unresolved following the Regional Director’s written response, the Union may request and shall have the right to present its recommendation(s) to the Governing Board.

The Governing Board shall reply in writing to the Union within (30) calendar days of the presentation by the Union.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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