

COLLECTIVE AGREEMENT

BETWEEN

FOYER LACOMBE

AND

THE UNITED NURSES OF ALBERTA

LOCAL #154

EXPIRY: March 31, 2020

NUMERICAL INDEX

Article 1: Term Of Collective Agreement	1
Article 2: Definitions	2
Article 3: Recognition.....	4
Article 4: Management Rights.....	4
Article 5: Dues, Deductions And Union Business.....	5
Article 6: Respect In The Workplace.....	6
Article 7: Hours Of Work And Scheduling Provisions	7
Article 8: Overtime	11
Article 9: Probationary Period And Orientation.....	11
Article 10: Seniority.....	12
Article 11: Evaluations And Personnel File.....	14
Article 12: Promotions, Transfers & Vacancies	15
Article 13: Layoff And Recall	17
Article 14: In-Charge	19
Article 15: Vacations With Pay	19
Article 16: Named Holidays	20
Article 17: Sick Leave	21
Article 18: Workers' Compensation.....	23
Article 19: Employee Benefit Plans.....	24
Article 20: Leaves Of Absence	26
Article 21: Discipline, Dismissal And Resignation	29
Article 22: No Strike Or Lockout.....	30
Article 23: Salaries.....	30
Article 24: Recognition Of Previous Experience.....	31
Article 25: Shift Differential And Weekend Premium	32
Article 26: Pension Plan.....	33
Article 27: Part-Time, Temporary And Casual Employees	33
Article 28: Copies Of Collective Agreement.....	39
Article 29: Grievance Procedure.....	39
Article 30: Compensation Errors.....	42
Article 31: Occupational Health & Safety.....	44
Article 32: In-Service, Education, Professional Development And Fees.....	45
Article 33: Technological Change	46
Article 34: Job Description	47
Article 35: Committee Participation	47
Article 36: Employment Insurance Premium Reductions	47
Salary Appendix.....	48
Letter of Understanding 1 Re: Professional Responsibility.....	49
Letter of Understanding 2 Re: Severance	50
Letter of Understanding 3 Re: Flex Spending	52
Letter of Understanding 4 Re: Retention Of Experienced Employees	53
Letter of Understanding 5 Re: Mutual Agreement To Adjust FTE's	54
Letter of Understanding 6 Re: Salary Re-Opener.....	56

ALPHABETICAL INDEX

Committee Participation (Article 35).....	47
Compensation Errors (Article 30).....	42
Copies Of Collective Agreement (Article 28)	39
Definitions (Article 2).....	2
Discipline, Dismissal And Resignation (Article 21).....	29
Dues, Deductions And Union Business (Article 5)	5
Employee Benefit Plans (Article 19).....	24
Employment Insurance Premium Reductions (Article 36).....	47
Evaluations And Personnel File (Article 11).....	14
Grievance Procedure (Article 29).....	39
Hours Of Work And Scheduling Provisions (Article 7).....	7
In-Charge (Article 14).....	19
In-Service, Education, Professional Development And Fees (Article 32)	45
Job Description (Article 34).....	47
Layoff And Recall (Article 13).....	17
Leaves Of Absence (Article 20)	26
Letter of Understanding 1 Re: Professional Responsibility.....	49
Letter of Understanding 2 Re: Severance.....	50
Letter of Understanding 3 Re: Flex Spending.....	52
Letter of Understanding 4 Re: Retention Of Experienced Employees.....	53
Letter of Understanding 5 Re: Mutual Agreement To Adjust FTE's.....	54
Letter of Understanding 6 Re: Salary Re-Opener.....	56
Management Rights (Article 4)	4
Named Holidays (Article 16).....	20
No Strike Or Lockout (Article 22).....	30
Occupational Health & Safety (Article 31).....	44
Overtime (Article 8).....	11
Part-Time, Temporary And Casual Employees (Article 27)	33
Pension Plan (Article 26).....	33
Probationary Period And Orientation (Article 9).....	11
Promotions, Transfers & Vacancies (Article 12).....	15
Recognition (Article 3)	4
Recognition Of Previous Experience (Article 24).....	31
Respect In The Workplace (Article 6).....	6
Salaries (Article 23).....	30
Salary Appendix.....	48
Seniority (Article 10).....	12
Shift Differential And Weekend Premium (Article 25).....	32
Sick Leave (Article 17).....	21
Technological Change (Article 33).....	46
Term Of Collective Agreement (Article 1).....	1
Vacations With Pay (Article 15).....	19
Workers' Compensation (Article 18).....	23

COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 2018

BETWEEN

Covenant Care (Foyer Lacombe)

AND

**UNITED NURSES OF ALBERTA, Local #154
(on behalf of Employees employed in Direct Nursing Care and Instruction therein)**

PREAMBLE

WHEREAS the Parties agree the primary purpose and concern of the Employer and Employees is to be of service to the community in providing quality resident care in accordance with the Vision, Mission and Values of Covenant Care; and

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2020 and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The term “strike” and

“lockout” shall bear the meaning given them in the Alberta Labour Relations Code and amendments thereto.

- 1.05 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:

President
Covenant Care
8411 91 Street
Edmonton, AB T6C 1Z9

and in the case of the Union to:

Executive Director, Labour Relations
United Nurses of Alberta
700-11150 Jasper Avenue
Edmonton, AB T5K 0C7

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code R.S.A. 2000, c.L-1 and Regulations, dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” or “Regular Earnings” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, each Employee shall be assigned by the Employer to one of the following categories: Regular, Casual or Temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a Full-time or Part-time basis on regularly scheduled Shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
- (b) “Casual Employee” is one who:

- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 27.03(a)(i); or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than 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.
- 2.04 “Employer” shall mean Covenant Care operating the Foyer Lacombe site.
- 2.05 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Health Professions Act and Regulations and who maintains an annual certificate.
- 2.06 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Professions Act and Regulations and who maintains an annual certificate.
- 2.07 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.08 (a) “Union” shall mean the United Nurses of Alberta (UNA).
- (b) “Local” shall mean UNA Local 154.
- 2.09 In this Collective Agreement the feminine shall be deemed to include the masculine or neutral gender as appropriate and the singular shall mean the plural and vice versa as applicable.
- 2.10 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.

- 2.11 “FTE” shall mean full-time equivalent.
- 2.12 “Bargaining Unit” shall mean the unit of Employees as described in Alberta Labour Relations Board Certificate # BR17748 including any amendments thereto.
- 2.13 For the purpose of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of the hours of the shift fall.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.04 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such an electronic form.
- 3.05 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers’ names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of Human Resources or a designate.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;

- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01
- (a) The Employer shall deduct the monthly membership dues set by the Union from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office or other authorized representative by the fifteenth (15th) day of the next month.
 - (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated.
 - (c) The Employer shall provide to the Union, on a monthly basis, in an electronic format, either as part of the report in (b) or separately, listings of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For Regular and Temporary Employees, their seniority date;
 - (vi) Basic Rate of Pay
 - (vii) Unique Employee Identifier (to the extent the Employer's system is capable)
 - (viii) Employment status (eg: disability, maternity/parental, compassionate, etc)
 - (d) Where the Employer maintains the information electronically, the lists referred to in (b) and (c), (individually or combined) shall be provided where possible in electronic format. The Parties will meet to try to agree upon suitable electronic formats.

- 5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 (a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. In addition, and where mutually agreed, space 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 thirty (30) minutes at orientation of new employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Local President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavor to provide the Local President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing, the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Provincial Negotiating Committee, and the Provincial Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) All such leave shall be with pay, excluding those Employees on a Full-time Union leave. Time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

ARTICLE 6: RESPECT IN THE WORKPLACE

- 6.01 The Employer, Union, and Employees are committed to having a safe and respectful workplace where discrimination, bullying and harassment are not tolerated.

- 6.02 The Parties agree there shall be no discrimination, harassment, interference or coercion exercised or practiced by either Party in respect of any Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, political beliefs, marital status, source of income, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Article 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner.
- 6.05 The Manager, in consultation with the Human Resources representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.

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) seven and three quarter (7.75) consecutive hours per day; and
 - (ii) thirty-eight and three quarter (38.75) hours per week averaged over a complete Shift schedule.
- (b) Regular hours of work shall:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of seven and three quarter (7.75) hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of seven and three quarter (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (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.
 - (v) The meal and rest period commences when an Employee leaves their work activities and ceases when the Employee returns.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required by the Employer to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty by the Employer during their meal periods or rest periods, or Employees who with the Employers approval are unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:
- (i) for a rest period, at two times (2X) their Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at two times (2X) their Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- (e) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Savings Time resumes, the one (1) hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Shift Schedules**

- (a) Employees, in the course of their regular duties, recognize the requirement to work throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2300 and 0715 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work.
- (c) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least fifteen and one half (15.5) hours off duty between Shifts;

- (ii) in a fourteen (14) day period, four (4) days of rest, two (2) of which must be consecutive and two (2) may be single days of rest;
- (iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the adjoining Sunday, assuring a minimum of fifty-five and one half (55.5) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.
- (d) Violation of any provision of Article 7.02(c) shall result in payment to each affected Employee at two times (2X) the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (e) Self-scheduling may be mutually agreed upon between the Union and the Employer.

7.03 **Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) In the event of unforeseen or unusual circumstances, the Union shall not unreasonably deny approving a shortening of the time period in (a) above subject to a minimum period of eight (8) weeks.
- (c) At the request of the Local, the Union may consent to reducing or eliminating the time period in (a) and (b) above.
- (d) The Employer shall provide the Union with a copy of the Shift schedule upon request.

7.04 **Schedule Changes**

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off, without giving fourteen (14) days' notice of the change, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked, on what would otherwise have been their off duty day.
 - (ii) changes an Employees' scheduled Shifts, but not their scheduled days off, without giving fourteen (14) days' notice of the change, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified in writing of such changes in their schedule and such changes shall be recorded on the Shift schedule.

- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for fourteen (14) days' notice of change shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 **Employee Shift Exchange**

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

7.06 **Reporting Pay**

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.

- (b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

7.07 **Scheduling**

- (a) 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 (1) hour on a day considered to be a scheduled day of rest.
- (b) "Week" shall mean seven (7) consecutive days commencing at 0000h, on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing twelve (12) weeks' notice.

7.08 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized in advance by the Employer and worked by an Employee in excess of:
- (i) seven and three-quarter (7.75) hours per day;
 - (ii) thirty-eight and three quarter (38.75) hours per week averaged over one (1) full cycle of the Shift rotation.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain advance authorization.
- 8.02 The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for all overtime worked.
- 8.03 Overtime may not be banked and shall be paid out in each pay period when earned.

ARTICLE 9: PROBATIONARY PERIOD AND ORIENTATION

- 9.01 (a) A new Employee shall serve a probationary period of five hundred and three and three quarter (503.75) hours worked. The Employer shall provide written

performance feedback at a meeting intended for that purpose to 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) Should an Employee not receive a written performance review by the end of the probationary period, they are deemed to have successfully completed their probation.
 - (c) During these performances feedback meeting(s), 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 Employees, including:
- (a) an orientation to the site and/ or Employer organization; as determined by the Employer.
 - (b) The Employee's first three (3) shifts of resident care shall be under guidance.
- 9.04 Additional orientation requested by an Employee will not be unreasonably denied.
- 9.05 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 10: SENIORITY

- 10.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the Bargaining Unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the Bargaining Unit shall mean service as a bargaining unit member, and provided there was no break in the Employee's service for longer than six (6) months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 10.01(a).
- 10.02 Seniority shall be considered in determining:
- (a) (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, selection to occur

within the unit. This provision shall not be used to change from the standard workday to the extended workday (or vice versa); and

- (ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, selection to occur within the unit. For Employees in temporary positions, this provision shall not be used to change from the standard workday to the extended workday (or vice versa);
- (b) promotions and transfers within the Bargaining Unit subject to the provisions specified in Article 12: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 13: Layoff and Recall; and
- (d) approval of vacation times.

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

- (a) when an Employee resigns;
- (b) upon the expiry of twelve (12) months following layoff, during which time the Employee has not been recalled to work; or
- (c) if, subject to the provisions of Article 13: Layoff and Recall, an Employee does not return to work on recall.

10.04 **Seniority List**

(a) *Provision of Seniority List*

The seniority list shall be provided by the Employer to the Union:

- (i) within three (3) months of the date of signing this Collective Agreement, and
- (ii) every six (6) months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 13: Layoff and Recall.

(b) *Contents of Seniority List*

The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order along with each Employee's FTE and classification.

- 10.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from an excluded position and when employment in the excluded position was contiguous with a previous period of employment within the bargaining unit (Casual, Temporary or Regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.

ARTICLE 11: EVALUATIONS AND PERSONNEL FILE

- 11.01 (a) Each Employee shall receive a regular evaluation in accordance with Employer policy.
- (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 shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation, the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 11.03 (a) By appointment made at least one two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 11.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.
- 11.04 An Employee's evaluation shall not be released by the Employer to any person without the written consent of the Employee, except as required by law, or to administer the Collective Agreement.

ARTICLE 12: PROMOTIONS, TRANSFERS & VACANCIES

- 12.01 (a) The Employer shall post notices of vacancies in the Bargaining Unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) Vacancies shall be filled whenever possible from within the Bargaining Unit.
- (c) A notice of vacancy shall include a general description of the work, the regular hours of work, the number of hours per Shift for the position and the commencement date. Shift pattern and Shifts per Shift cycle shall be available to Employees upon request. These may only be altered through the operation of the Collective Agreement.
- (d) All postings shall have a closing time and date, which shall not be a Saturday, Sunday or Named Holiday. For information purposes, postings for temporary positions shall state the expected term.
- 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 Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 12.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 12.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 27.03(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings.

- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- 12.03 Applications pursuant to Article 12.01(a) and Article 12.02 shall be made in accordance with the process specified in the postings.
- 12.04 In making promotions and transfers, the determining factors shall be skill, knowledge, experience, and attributes relative to the job, and where these factors are considered to be relatively equal, seniority will be the deciding factor.
- 12.05 Applicants not receiving an interview will be notified without delay. The Union and all other applicants who have been interviewed for the transfer, promotion and/ or vacancy shall be informed in writing within five (5) calendar days of the appointment that the process has been completed. The Union shall be advised in writing of the successful candidate.
- 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 the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.
- 12.07 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 12.08 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 12.09 At the time of hire or transfer, or change of hours in accordance with Article 10.02(a)(ii) or Letter of Understanding 5, or change of category in accordance with Article 27.02 or 27.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle;
 - (d) date of hire and transfer (if applicable);
 - (e) increment level

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

- 12.10 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of this Agreement, the resultant vacancy shall be posted as a temporary position, not exceeding twelve (12) months. During this twelve (12) month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this Clause is applied.

ARTICLE 13: LAYOFF AND RECALL

13.01 *Notice*

The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to inform the Union of the extent of the planned reduction or position elimination and discuss how the reduction or position elimination will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off at least 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 *Recalls*

- (a) When increasing the workforce, 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 and provided their availability. An Employee on layoff shall have the right to refuse an offer of a work period of fourteen (14) calendar days or less without adversely affecting the Employee's recall status. A refusal of a work period of fourteen (14) days due to extenuating circumstances shall not affect the Employee's recall status.

- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter sent either by mail or courier to the Employee's last known place of residence. The Employee 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.

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

13.05 *Benefits*

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 19.01 on behalf of a laid off Employee for a maximum of three (3) months' premium.
- (b) Employees laid off for more than three (3) months, may, with assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 19.01.

13.06 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/ or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 12: Promotions, Transfers and Vacancies.
- (b) Where an Employee works while on lay-off in accordance with Article 13.02(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 the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 13.01 after the Employee has advised the Employer of her or his readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and benefits arising under this Article, an Employee's rights while on lay-off shall be limited to the right to recall.

13.07 This Article has been structured to effect layoff and recall within a single classification. In the event any additional classification(s) are added to this Bargaining Unit, in advance of any workforce reduction, the Parties will meet with a view to amending this

Collective Agreement to provide for a suitable mechanism. In the event of disagreement, the matter may be referred to Arbitration. The Arbitrator shall, following hearing, prepare language to resolve the issue. Such resolution may include displacement, and shall be included into the existing Collective Agreement without ratification.

ARTICLE 14: IN-CHARGE

14.01 Charge Pay

- (a) When an Employee is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.
- (b) Charge pay shall not be paid when the out-of-scope manager is in the facility and readily available.

ARTICLE 15: VACATIONS WITH PAY

15.01 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and at the rate of earning entitlement as follows:

Employee Group	During Years of Service	Entitlement (Vacation days or pay)
Full-time and Part-time	1-4	20
	5-14	25
	15+	30
Casual	1-4	8%
	5-14	10%
	15+	12%

- (b) The entitlement for Part-time shall be prorated to their FTE. Part-time Employees shall also earn vacation on extra Shifts worked at the Basic Rate of Pay.

- (c) Casual Employees shall receive vacation pay on each pay cheque paid out as a percentage of all hours worked at the Basic Rate of Pay.

15.02 **Time of Vacation**

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 15th of each year. Where an Employee submits her or his vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) When an Employee submits a written vacation request after March 31st, the Employer shall provide written approval or disapproval of the vacation request within thirty (30) working days of the request.
- (b) Seniority shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation after the application of the vacation planner shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (d) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement, plus an additional five (5) days. Any vacation not used beyond this accrual shall be paid out by the Employer as of March 31st of each year.

ARTICLE 16: NAMED HOLIDAYS

- 16.01 (a) For the purposes of this Article, the following days are recognized as Named Holidays:

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

Any day proclaimed to be a holiday by:

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

(ii) The Government of Canada.

- 16.02 All Employees obligated to work on a Named Holiday shall receive one and one-half times (1 1/2X) the Basic Rate of Pay for all hours worked. In addition, Regular and Temporary Full-time Employees shall receive either:
- (a) an alternate day off at a mutually agreed time; or
 - (b) payment for such day at the Employee's Basic Rate of Pay.
- 16.03 In addition to payment of one and one-half times (1 1/2X) the Basic Rate of Pay for all hours worked on a Named Holiday, Part-time and Casual Employees shall be paid a sum equal to five percent (5%) of their regular earnings in the previous twenty-eight (28) days, paid bi-weekly on each pay cheque.
- 16.04 Any overtime worked on a Named Holiday shall be paid at two and one-half times (2.5X) the Basic Rate of Pay for all overtime hours.
- 16.05 Unless otherwise requested, Employees are expected to work either Christmas Day or New Year's Day.
- 16.06 Casual Employees shall provide availability to work on at least four (4) Named Holidays in each year.

ARTICLE 17: SICK LEAVE

- 17.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 17.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of six hundred fifty-eight and three quarter (658.75) hours.
- 17.03 When an Employee has accrued the maximum sick leave credits of six hundred fifty-eight and three quarter (658.75) hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- 17.04 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of hours thus paid shall be deducted

from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 17.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 17.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her or his vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her or his vacation period as stated in Article 17.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 17.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization be admitted to hospital as an "in-patient" during the course of her or his vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 17.07 An Employee who does not qualify for Long Term Disability benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave, the Employee shall provide the Employer with one (1) month notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence.
- 17.08 Upon request of an Employee, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 17.09 Sick leave credits shall not accumulate during periods of illness or injury, or unpaid leaves of absence in excess of thirty (30) days.
- 17.10 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the

Employer, such absence shall be charged against their accumulated sick leave. The Employee may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside their regular hours of work.

ARTICLE 18: WORKERS' COMPENSATION

- 18.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 18.02 (a) Employees who assign monies received from the Workers' Compensation Board over to the Employer for time lost due to workplace accident or illness, shall be paid sick leave benefits to a maximum of 1/10 of a day. This amount shall be deducted from their sick leave credit as long as they have sufficient sick leave credits.
- (b) An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days, shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 18.03 Employees shall not be entitled to a compensating day off in lieu of a named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 18.04 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same classification and FTE held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) incapable of performing the duties of her or his former position shall provide the Employer with twenty-eight (28) days' written notice of the Employee's readiness to return to work. The Employer shall meet with the Union and the Employee to discuss options for return to work. Every reasonable effort will be made to find a suitable accommodation.
- (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.
- 18.05 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/ or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 12: Promotions, Transfers & Vacancies and Extended Work Day.

ARTICLE 19: EMPLOYEE BENEFIT PLANS

19.01 The Employer shall provide to all eligible Employees group benefits plans as set out below, subject to the terms and conditions of the contract with the carrier, including any enrolment requirements.

The information below is for informational purposes only. The Plan text is the official document.

Basic Plans	Coverage Level
Basic Life Insurance	2X annual salary to a maximum of \$500,000
Basic Accidental Death and Dismemberment Insurance	2X annual salary to a maximum of \$500,000
Short Term Disability (Income Replacement)	Employer funded extension of sick leave at 66.67% of regular earnings for a maximum of 17 weeks.
Long Term Disability	Employee funded – 100% Net benefit = approx. 72% up to \$6,000 monthly benefit
Supplementary Health (Direct bill)	<ul style="list-style-type: none"> • 60% up to \$2,000 per year, 80% thereafter – prescriptions • 100% Hospital services and other services as outlined • Out of Country Coverage • Paramedical Practitioners - \$35 per visit up to a combined total of \$500 per year
Dental Plan	<ul style="list-style-type: none"> • 50% Basic coverage • 50% Major coverage to a combined maximum of \$1,000 per year.
	Other Benefits Provided

Group RRSP	Eligible employees can contribute to a Group RRSP. The Employer will match up to 4% of regular earnings. Also, Employees can contribute a dollar amount through payroll deduction.
Flex Benefit Program 100% Employer Funded	Once a year, Professional staff will receive 3% of their base salary up to a maximum of \$3,000 credit amount assigned to their Flex Benefit Program. The program includes: health, wellness, education technology, family care and RRSPs.
Employee and Family Assistance Program (EFAP)	Employees and their immediate family members can receive support over the telephone, in person, online and through a variety of guided resources.

19.02 **Benefit Eligibility**

- (a) To be eligible for Benefits, Employees must be scheduled to work a minimum of fifteen (15) hours per week, averaged over one (1) complete Shift cycle.
- (b) Temporary Employees are eligible to participate in the group benefits plans, providing the temporary position is for one (1) year or greater.
- (c) All eligible Employees are required to participate in the long-term disability plan, subject to its terms and conditions, on the basis of one hundred percent (100%) Employee paid premiums.

19.03 **Benefit Premiums**

- Basic Life, AD&D: 100% Employer paid
- Long Term Disability: 100% Employee paid
- Supplementary Health and Dental: 70% Employer paid / 30% Employee paid
- Flexible Benefit Program: 100% Employer paid
- EFAP: 100% Employer paid

19.04 The Employer, may, at any time, substitute another carrier or carriers to provide the group benefits plans. The Employer shall notify the Union of any change in carrier(s) within thirty (30) days prior to the change coming into effect.

- 19.05 Any disputes regarding administration or adjudication of an Employee's benefit claim, shall be a matter solely between the Employee and the carrier and shall not be the subject of a grievance or Arbitration.

Article 20: Leaves of Absence

20.01 *General Conditions*

- (a) In addition to leaves listed in the Collective Agreement, Employees are eligible for any leaves as set out the *Alberta Employment Standards Code*.
- (b) 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.
- (c) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order for replacement staffing to be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (d) Except as provided in Article 20.03(b), where an Employee is granted a leave of absence of more than a thirty (30) days duration, and that Employee is covered by any or all of the plans specified in Article 19: Prepaid Health Benefits, that Employee may, subject to the insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence. Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

20.02 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family). For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

- (b) In the case of the death of an aunt, uncle, niece or nephew, upon request the Employer will grant up to two (2) calendar days leave without loss of regular earnings.
- (c) 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.

20.03 *Maternity Leave*

A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum of sixteen (16) weeks.

- (a) Maternity leave may commence up to thirteen (13) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give four (4) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice. 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) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work, she will be treated in every respect the same as any other Employee on sick leave or on disability benefits.
- (c) If during the thirteen (13) week period immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties, the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave.

20.04 *Parental or Adoption Leave*

An Employee who has been employed for at least ninety (90) days is entitled to parental leave without pay as follows:

- (a) in the case of an Employee who has taken maternity leave, a maximum of sixty-two (62) weeks commencing immediately following the last day of her maternity leave;
- (b) in the case of a parent who has not taken maternity leave, a maximum of sixty-two (62) weeks after the child's birth; or
- (c) in the case of an adoptive parent, a maximum of sixty-two (62) weeks after the child is placed with the adoptive parent for the purposes of adoption.

If both parents are Employees, parental leave may be shared between them or wholly taken by one (1) parent. If the parents intend to share the parental leave,

they must so advise the Employer at least six (6) weeks in advance of the leave. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is sixty-two (62) weeks.

Leave can start any time after the birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.

20.05 *Educational Leave*

A Regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two (2) working days leave at their Basic Rate of Pay for the purpose of preparing for and writing the certification exam.

20.06 *Compassionate Care Leave*

- (a) An Employee who has been employed for at least ninety (90) days, with a family member with a significant risk of dying within twenty-six (26) weeks shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to twenty-seven (27) weeks. Family member is defined pursuant to the *Alberta Employment Standards Code* compassionate care provisions.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

20.07 *Military Leave*

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

20.08 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled Shift(s) missed.
- (b) An Employee required by law to appear in Court as a member of a jury or a witness shall be allowed time off without loss of regular earnings which the Employee would have normally received based on her or his regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

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

ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

- 21.01 Unsatisfactory conduct or 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. The Employer shall try to provide such written warning 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) For performance issues, the letter 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.
- (b) A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 21.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith, and in any event not later than five (5) days of the action being taken. The Employer shall try to take the action of suspension or dismissal within ten (10) days, but in any event no later than twelve (12) 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.
- 21.03 An Employee who has been subject to disciplinary action may, after eighteen (18) months 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.
- 21.04 The procedures stated in Articles 21.01, 21.02 and 21.03 do not prevent immediate suspension or dismissal for just cause.
- 21.05 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 Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.

- 21.06 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 21.07 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 21.08 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 21.09 Twenty-eight (28) calendar days' notice in writing, shall be given by an Employee who resigns.
- 21.10 For the purpose of Article 21.01 and 21.02, periods of time referred to in "days" shall mean consecutive calendar days excluding Saturdays, Sundays, and Named Holidays and such timelines may be extended by mutual agreement of the Employer and the Union and such agreement shall not be unreasonably denied.

ARTICLE 22: NO STRIKE OR LOCKOUT

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

ARTICLE 23: SALARIES

- 23.01 Basic hourly salary scales and increments as set out in the Salary Appendix shall be applicable to all Employees by this Collective Agreement effective on the dates specified therein.
- (a) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder (TPH):
- (i) if newly graduated from a basic nursing education program has satisfied CARNA that the Employee has completed a training program, they shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration – examination or the Employee's most recent date of employment, whichever is later. If Employees become registered with CARNA later than forty-five (45) days after notification of eligibility for registration, the retroactive payment is limited to the period between the writing of the examination and receiving eligibility for registration.

- (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations* and who subsequently qualifies to have her or his name entered into the register of registered nurses, shall be paid the rate applicable for a Registered Nurse.

Such payment will be retroactive to the date the temporary permit was issued unless the Employee had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

- (iii) Provisions of Article 23.02(a)(i) and (ii) shall also apply to Employees who are registered as Psychiatric Nurses in Alberta.

- 23.02 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the Bargaining Unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to consultation between the Parties. Where mutual agreement is not obtained concerning the rates of pay, the Employer may establish the rate and 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.
- 23.03 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 on the designated pay day.
- 23.04 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.
- 23.05 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.
- 23.06 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.

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 a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past twelve (12) months, the Employer will recognize experience that is more than five (5) years old.

- 24.02 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards calculation of the next increment.
- 24.03 Subject to Article 24.01, an Employee's salary shall be adjusted effective the date the Employee submits proof to the Employer of previous experience.
- 24.04 Retroactivity of salary is limited to three (3) months except where exceptional circumstances exist.

ARTICLE 25: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

25.01 Shift Differential

- (a) A Shift differential of \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours Monday to Friday; or
 - (ii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours Monday to Friday.
- (b) A Shift differential of \$5.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours Monday to Sunday; or
 - (ii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours Monday to Sunday.

25.02 Weekend Premium

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

- (a) to Employees working between 0700 and 2300 hours Saturday and Sunday.
- (b) to Employees working all overtime hours which fall between 0700 and 2300 hours Saturday and Sunday.

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

25.04 There will be no pyramiding of Weekend and Shift premiums.

ARTICLE 26: PENSION PLAN

- 26.01 Effective on the date of enrollment, eligible Employees, shall have the right to contribute up to four percent (4%) of their regular earnings into their RRSP until December 31st of the year the Employee turns seventy-one (71). The Employer will match the contribution.
- 26.02 Participation in the plan is open to Employees eligible for Benefits and is voluntary. Date of enrollment is the first of the month following three (3) months of employment.
- 26.03 All contributions will cease if the Employee withdraws from the Plan or the Employee suspends contributions to the Plan.

ARTICLE 27: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

27.01 **Part-Time Employees**

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

(a) **Hours of Work**

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven and three quarter (7.75) hours per day and in any event, shall be less than seventy-seven and one half (77.5) hours in a fourteen (14) calendar day period.
- (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) A Part-time Employee may work Shifts in addition to those specified in Article 27.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's Basic Rate for hours worked up to seven and three quarter (7.75) hours

in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of seven and three quarter (7.75) hours in a day.

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

(b) Shift Schedules

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

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

- (a) at least fifteen and one half (15.5) hours off duty between Shifts;
 - (b) at least two (2) consecutive days of rest;
 - (c) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the adjoining Sunday assuring a minimum of fifty-six (56) hours off duty;
 - (d) not more than six (6) consecutive scheduled days of work.
- (ii) Violation of any provision of Article 27.01(b) shall result in payment to each affected Employee at two times (2X) the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) Increment Accrual

Discussion on Hours

- (i) Part-time Employees shall be entitled to an increment on the completion of two thousand twenty-two and three quarter (2022.75) hours of work and thereafter a further increment upon the completion of each period of two thousand twenty-two and three quarter (2022.75) hours worked to the maximum increment granted Full-time Employees.

(d) Vacation with Pay

(i) Amend Article 15.02 to read:

15.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven and three quarter (7.75) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

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

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

- (i) eight percent (8%) during the first (1st) employment year;
- (ii) ten percent (10%) during each of the fifth (5th) to fourteenth (14th) employment years;
- (iii) twelve percent (12%) during each of the fifteenth (15th) and subsequent employment years.

(e) **Named Holidays**

Amend Article 16 to read:

16.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5%) of their regular earnings in lieu of Named Holidays.

16.02 A Part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1.5X) the Employee’s Basic Rate of Pay for work performed up to seven and three quarter (7.75) hours. Two times (2X) the Employee’s Basic Rate of Pay shall be paid for work in excess of seven and three quarter (7.75) hours on such day.

16.03 (a) An Employee shall be scheduled so as to provide the Employee 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 16.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 16.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee 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.
- (d) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid for all overtime hours worked on a Named Holiday at two and one-half times (2.5X) their Basic Rate of Pay.
- (f) **Sick Leave**

Amend Article 17.02 to read:

- 17.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of one (1) day per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.
- (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.

27.02 **Temporary Employees**

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 13: Layoff and Recall.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 12.09 shall also specify the expected term of the temporary position.

- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 12.02, if so eligible, or termination of employment pursuant to Article 27.02(b).

27.03 **Casual Employees**

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

Article 7: Hours of Work and Scheduling Provisions – 7.01(a), 7.02, 7.03, 7.04

Article 10: Seniority

Article 13: Layoff and Recall

Article 15: Vacations with Pay

Article 16: Named Holidays

Article 17: Sick leave, except Article 17.01(b)

Article 18: Workers' Compensation

Article 19: Employee Benefit Plans

Article 20: Leaves of Absence.

(a) **Hours of Work**

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 12.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (a) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.
- (b) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.

(b) **Increment Accrual**

Casual Employees shall be entitled to an increment on the completion of two thousand twenty-two and three quarter (2022.75) regular hours of work and

thereafter a further increment upon the completion of each period of two thousand twenty-two and three quarter (2022.75) regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 15 to read:

- 15.01 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) eight percent (8%) of their regular earnings during the first (1st) employment year;
 - (ii) ten percent (10%) of their regular earnings during the fifth (5th) to fourteenth (14th) employment years;
 - (iii) twelve percent (12%) of their regular earnings during the fifteenth (15th) and subsequent employment years.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled each pay period.

(d) Named Holidays

Amend Article 16 to read:

- 16.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5%) of their regular earnings in lieu of Named Holidays.
- 16.02 (a) A Casual Employee required to work on Named Holidays shall be paid at one and one half (1 1/2X) the Employee's Basic Rate of Pay for work performed up to seven and three quarter (7.75) hours. Two times (2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven and three quarter (7.75) hours on such day.
- (b) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) except as specified in Article 16.03(d)(ii), for all overtime hours worked on a Named Holiday two and one-half times (2.5X) their Basic Rate of Pay.
- (c) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (d) In the event an Employee is required to serve as a witness, in a court of law, in matters arising out of her or his employment, the Employee shall

be granted leave of absence at her or his Regular Rate of Pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 28: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 29: GRIEVANCE PROCEDURE

29.01 Definition of Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays, which are specified In Article 16: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All timelines in this Article are directory and intended to enable timely resolution of disputes.

29.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a Local or Union Representative when presenting a grievance.
- (b) The Employer agrees that the Local and / or Union Representative shall not be hindered, coerced or interfered with in any way in performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Local Representative shall leave their work without obtaining approval from their supervisor which shall not be unreasonably withheld. The Local Representative shall conduct themselves professionally, and shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the Local Representative does not leave the Employer's site.

29.03 Steps in the Grievance Procedure

(a) Step 1 (Immediate Supervisor)

Prior to filing the grievance, an Employee who has a concern should first discuss the matter with their immediate supervisor who is not within the scope of the Bargaining Unit, and they shall attempt to resolve the concern at this stage. In the event that the concern is not raised with the immediate supervisor or it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps;

(b) Step 2 (Resident Experience Director or Designate)

- (i) If an individual grievance, within fifteen (15) 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; or
- (ii) if a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance.

The grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance, the particulars of the grievance and the redress sought, to Human Resources who shall hold a grievance hearing within fifteen (15) days of receiving the grievance and shall reply in writing within five (5) days of hearing the grievance. If the grievance is not settled at this stage it may be advanced to Arbitration.

- (c) A suspension or dismissal grievance shall commence at Step 2.

29.04 Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other Party, in writing, of its intention to do so, and shall agree upon the appointment of the single arbitrator.
- (b) The Parties may mutually agree to have the matter heard by an Arbitration Panel, in which case the Parties will, within ten (10) days of that decision name their nominees to the Arbitration Panel.
- (c) Where appointees to a Board have been named by the Parties they shall, within seven (7) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board.
- (d) For the purpose of (a) and (c) above, if the Parties are unable to agree upon the choice of an Arbitrator/Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (e) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days, or as soon as reasonably possible thereafter, 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 or as soon as possible thereafter, after the completion of the hearing.
- (f) A Decision rendered pursuant to this Article shall be final and binding on the Parties.

- (g) 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.
- (h) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (i) Any of the time limits herein contained in these Arbitration proceedings may be extended if mutually agreed in writing by the Parties.

29.05 **Alternative Dispute Resolution**

The Parties are committed to the efficient resolution of disputes. The following alternative methods of dispute resolution are available to the Parties by mutual consent.

(a) Mediation

The Parties may mutually agree to non-binding mediation:

- (i) At any step in the grievance procedure outlined in Article 28.03, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (ii) The Mediator shall be appointed by mutual agreement between the Parties.
- (iii) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (iv) The expenses of the Mediator shall be equally borne by both Parties.
- (v) The grievance may be resolved by mutual agreement between the Parties.

(b) Alternate Dispute Resolution Process (ADRP)

- (i) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.
- (ii) Prior to a matter being arbitrated or mediated, the Parties may agree to refer the issue to the ADRP.
- (iii) Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.

- (iv) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution to the matter in dispute.
- (v) Any and all information or documents shared during, or in preparation for the ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (vi) Each ADRP will be facilitated jointly by one (1) representative from the Union and one (1) representative from the Employer.
- (vii) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties, do not set a precedent and are considered privileged. Resolutions may not be used for any other purpose.

ARTICLE 30: COMPENSATION ERRORS

- 30.01 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.
- 30.02 The Parties agree that limitations for the purposes of overpayments and underpayments is one (1) calendar year from the date it is first brought to the attention of the other Party.
- 30.03 If the Employee disputes the validity or the amount of the overpayment, the Parties will, within twenty (20) days meet and attempt to resolve the issue. If it remains unresolved, all recovery of the disputed overpayment will be suspended. The Union and the Employer will agree to an expedited Arbitration process to resolve the dispute.
- 30.04 The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/ Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/ deduction cannot be resolved through submission of a time sheet correction.

Attachment A

Overpayment Recovery Notice

You must reply to this notice as soon as possible and in any event within 25 days – See Article 30 of the Collective Agreement

Name:

Employee: Number: Date:

BOX 1. An overpayment in the amount of \$ _____ has been identified as a result of the following circumstances:

If there has been an overpayment it must be repaid. Fill in your choice of repayment method of box 2.

If you believe there has not been an overpayment, fill in box 3 and explain why.

If you agree there has been an overpayment but dispute the amount, fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

BOX 2. Please indicate your overpayment preference and request by completing one of the following:

Collect the entire amount from my next cheque.

Collect \$ _____ dollars over the next _____ pay periods.

Attached is a personal cheque for the entire amount.

Attached are ___ post-dated cheques for \$ _____ each to address the amount in full.

Please collect the amount of recovery required from one or more of the following:

Overtime Bank

Statutory Holiday Bank

Vacation Bank

BOX 3, If you dispute that there has been an overpayment or the accuracy of the amount involved – explain why:

Repayment/ Preference Agreed:

Employer Signature Date

Employee Signature Date

Please direct replies to:

Notes of Oral Discussion with Employee: Date: _____

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.
- 31.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional Bargaining Units. This Committee shall meet a minimum of nine (9) times a year, and in addition shall meet within ten (10) days of receiving a written complaint regarding Occupational Health or Safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard. The Committee will develop their own Terms of Reference.
- (d) If an issue arises regarding Occupational Health or Safety, the Employer or the Union shall first seek to resolve the issue through discussion with management. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the President. A resolution meeting between the Union and the CEO, or his or her designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the President. The President or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
- (ii) Should the issue remain unresolved following the President'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 fourteen (14) 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 (a) No Employees shall be assigned to work alone in a facility.
- (b) The Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.

- 31.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 31.06 (a) The Employer shall have in place a violence, harassment and staff abuse policy which shall be reviewed annually by the Committee, and any revisions recommended will be forwarded to the Vice-President (People).
- (b) Signs shall be posted in public areas to give notification that staff abuse will not be tolerated.
- 31.07 The Employer shall:
- (a) Conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
- (i) engineering controls,
 - (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices and other equipment.
- (b) Share information with and obtain input from the Committee pertaining to all hazard assessments.

ARTICLE 32: IN-SERVICE, EDUCATION, PROFESSIONAL DEVELOPMENT AND FEES

- 32.01 (a) The Employer shall provide in-service education and ensure that each Employee has the opportunity to attend the required sessions for the facility. When an Employee is directed to attend a specific in-service on a specific day(s), the Employee shall be paid at the applicable rate of pay for attendance.
- (b) When approved by the Employer, Employees may attend in-service programs which are not identified as compulsory by the Employer. Should a Professional Development Day (as per 32.02 below) not be available, the Employee will suffer no loss of regular earnings.
- (c) 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, Evacuation, Disaster Review; and
 - (iii) Musculo-Skeletal Injury Prevention.

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 fees, subsistence and other expenses that will be paid by the Employer.

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

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

32.03 **Travel**

Employees who are required by the Employer to attend staff development activities shall be reimbursed for required transportation, course material and registration fees and shall be paid at the applicable rate of pay.

- 32.04 (a) Effective August 1, 2018, upon application, the Employer will reimburse all benefits-eligible Employees (who at the beginning of their next registration year have active registration in their Professional College) \$250 for their dues.
- (b) Regular hours actually worked in Clause (a) includes:
- (i) leaves of absence for Union business;
 - (ii) other leaves of absence of one month or less;
 - (iii) time on sick leave with pay;
 - (iv) absences while receiving Worker's Compensation; and
 - (v) educational leave up to twenty-four (24) months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year have active registration with either;
- (i) The College and Association of Registered Nurses of Alberta;
 - (ii) The College of Registered Psychiatric Nurses of Alberta.

ARTICLE 33: TECHNOLOGICAL CHANGE

- 33.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace, or otherwise adversely affect Employees in the bargaining unit, the Employer will notify the Union with as much

advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 34: JOB DESCRIPTION

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

ARTICLE 35: COMMITTEE PARTICIPATION

35.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by this Collective Agreement or the Employer, shall be paid at the Employee's Basic Rate of Pay for time in attendance at such meetings. When the Employer mandates the Employee's attendance at meetings, the Employee shall be paid at the applicable rate of pay for time in attendance at such meetings.

ARTICLE 36: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

36.01 In the event an Employment Insurance Commission Premium Reduction attributable to this Bargaining Unit is received, the Parties shall discuss and agree upon the optimal utilization of those funds to the benefit of the Employees.

Salary Appendix

Registered Nurse/Registered Psychiatric Nurse

Effective April 1, 2018

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1 – August 31, 2018	\$36.86	\$38.28	\$39.69	\$41.11	\$42,54	\$43.94	\$45.37	\$46.71	\$48.37
<i>LSPA 2018</i>	<i>\$37.60</i>	<i>\$39.05</i>	<i>\$40.48</i>	<i>\$41.93</i>	<i>\$43.39</i>	<i>\$44.82</i>	<i>\$46.28</i>	<i>\$47.64</i>	<i>\$49.34</i>
September 1, 2018 – August 31, 2019	\$36.86	\$38.28	\$39.69	\$41.11	\$43.94	\$43.94	\$45.37	\$46.71	\$48.37
<i>LSPA 2019</i>	<i>\$37.60</i>	<i>\$39.05</i>	<i>\$40.48</i>	<i>\$41.93</i>	<i>\$43.39</i>	<i>\$44.82</i>	<i>\$46.28</i>	<i>\$47.64</i>	<i>\$49.34</i>
*September 1, 2019 – August 31, 2020	<i>WAGE REOPEN ER</i>	<i>WAGE REOP ENER</i>	<i>WAGE REOPEN ER</i>	<i>WAGE REOPE NER</i>					
<i>LSPA will apply</i>									

- Wage reopener – will apply to Salary Appendix only.

LETTER OF UNDERSTANDING 1

BETWEEN

**COVENANT CARE
(FOYER LACOMBE)**

AND

UNITED NURSES OF ALBERTA,

LOCAL #154

RE: PROFESSIONAL RESPONSIBILITY

1. The Employer recognizes its obligation to create and maintain a work environment that allows Registered Nurses to practice in accordance with the CNA Code of Ethics and CARNA Practice Standards.
2. The Site Manager will meet with the Local on a regular basis to ensure the Employee's concerns are aired and discussed. Meetings will take place at least nine (9) times per year.
3. The terms of reference for discussion of Professional Responsibility issues will include the principles as stated above.
4. Through discussions between the Site Manager and the Local, an agreement will be reached to set out the best forum for future discussion of Professional Responsibility concerns including but not limited to:
 - (a) Development of Terms of Reference;
 - (b) Processes for discussion of issues; and
 - (c) Resolution process for unresolved issues.
5. Meeting times and dates will be posted in advance.
6. Any Employee who wishes to attend a Meeting outside of their regular work hours shall be compensated at their Basic Rate of Pay for time in attendance at the Meeting.

LETTER OF UNDERSTANDING 2

BETWEEN

**COVENANT CARE
(FOYER LACOMBE)**

AND

UNITED NURSES OF ALBERTA,

LOCAL #154

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the Bargaining Unit. Severance will only be offered when there is no vacant position available in the Bargaining Unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in item three (3) of this Letter of Understanding in the amounts prescribed in Section 57 of the *Employment Standards Code*.
 - (a) Working notice may be provided instead of, or in combination with Severance.
 - (b) For Part-time Employees, hours worked shall be averaged over the previous year.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 13: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 13: Layoff and Recall of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

6. A Regular Employee who receives notice of layoff shall have seven (7) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept Severance, shall be deemed to have selected layoff in accordance with Article 13: Layoff and Recall of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by Alberta Health Services, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2020 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING 3

BETWEEN

**COVENANT CARE
(FOYER LACOMBE)**

AND

UNITED NURSES OF ALBERTA,

LOCAL #154

RE: FLEX SPENDING

1. Once a year, on January 1st, Benefit-eligible Regular Employees will receive a Flex Spending Account.
2. The amount of the Flex Spending for eligible Employees is three percent (3%) of their regular earnings to a maximum of \$3,000 per year.
3. Eligibility for Flex occurs on December 1st of each year. Regular Employees who commence employment after December 1st, and are eligible for Flex Spending shall receive a prorated amount for the remainder of the year.
4. The program includes: health, wellness, education, technology, legal, personal interest, nutrition and weight management, family care and RRSPs as allowed by *Canada Revenue Agency*.
5. Any monies not used by the end of the calendar year shall be carried forward to the end of the following year.

LETTER OF UNDERSTANDING 4**BETWEEN****COVENANT CARE
(FOYER LACOMBE)****AND****UNITED NURSES OF ALBERTA,****LOCAL #154****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.

1. Retention Recognition

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

an Employee eligible for a pay adjustment in paragraph 1(a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph 1(b) above. An Employee who requires further time to obtain reasonable proof shall, within the ninety (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.

LETTER OF UNDERSTANDING 5

BETWEEN

**COVENANT CARE
(FOYER LACOMBE)**

AND

UNITED NURSES OF ALBERTA,

LOCAL #154

RE: MUTUAL AGREEMENT TO ADJUST FTE'S

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their Full-time equivalency (FTE); and
- defining approaches to enable the adjustment of FTE's for Employees where mutually agreed.

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Employee in consultation with the Union.
 - (a) The process for requesting a change to FTE's shall be as follows:
 - (i) Employees may request to increase or decrease the Employee's FTE.
 - (ii) The Employer may offer to increase or decrease an Employee's FTE following consultation with the Union.
 - (iii) When an Employee decreases her FTE, the resultant hours shall be offered to the remaining Regular staff on the unit.
 - (iv) Seniority shall be the determining factor in awarding an FTE adjustment except where doing so would create a conflict with the provisions of the Collective Agreement.
 - (b) Employee requests under this Letter of Understanding shall not be unreasonably denied. The Employer shall respond to Employee requests within fourteen (14) calendar days. When denied, the Employer shall provide written reasons.

- (c) Where mutual agreement is reached in accordance with paragraph 1(a) above, regular hours of work for that classification within the Bargaining Unit shall not be reduced through the application of this Letter of Understanding.
2. When a request for FTE reduction is 0.4 or greater, the Employer shall first post the available FTE as a position in accordance with Article 12. Should the provisions of Article 12 fail to accomplish the alteration it may be completed through the application of this Letter of Understanding.
 3. Mutual agreement to amend FTE's shall not be considered a violation of Article 12: Promotions and Transfers or Article 13: Layoff and Recall.
 4. Where mutual agreement is not reached to amend FTE's, the strict provisions of this Collective Agreement shall apply.
 5. If this Letter of Understanding expires and it not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

LETTER OF UNDERSTANDING 6

BETWEEN

**COVENANT CARE
(FOYER LACOMBE)**

(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)

AND

UNITED NURSES OF ALBERTA, LOCAL #154

(HEREINAFTER REFERRED TO AS THE “UNION”)

RE: SALARY RE-OPENER

The Parties have agreed to a Collective Agreement Term of April 1, 2018 to March 31, 2020.

The Parties agree that for the September 1, 2019 to March 31, 2020 year of the Collective Agreement, there will be a salary reopener.

The Parties agree the only items open for negotiations shall be a general salary adjustment to the salary rates in the Salary Appendix in the Collective Agreement.

The Parties shall commence negotiations for the re-opener within thirty (30) days of receipt of the AHS funding advice letter and in any event no later than January 1, 2020.

If the Employer and the Union are unable to agree upon the salary adjustment, either Party may give written notice to the other Party of its desire to submit resolution of the adjustment to mediation/interest arbitration. Only the terms of Article 29: “Grievance Procedure” of the Collective Agreement that pertains to Arbitration will apply to the arbitration process and award.

This Letter of Understanding shall apply over a period of time beginning the date of ratification for this Collective Agreement and ending March 31, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

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

(Employer)

(Union)

Date: _____

Date: _____