

COLLECTIVE AGREEMENT

BETWEEN

**SHEPHERD'S CARE FOUNDATION
(MILLWOODS SHEPHERD'S CARE CENTRE)
(KENSINGTON VILLAGE SHEPHERD'S CARE CENTRE)**

AND

**UNITED NURSES OF ALBERTA
LOCAL #219**

FOR THE PERIOD

APRIL 1, 2017 - MARCH 31, 2020

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COLLECTIVE AGREEMENT MADE THIS 23RD DAY OF APRIL, 2020.

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**SHEPHERD'S CARE FOUNDATION
(MILLWOODS SHEPHERD'S CARE CENTRE)
(KENSINGTON VILLAGE SHEPHERD'S CARE CENTRE)**

AND

**UNITED NURSES OF ALBERTA
LOCAL #219**

PREAMBLE

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of resident care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2017 or the date upon which the United Nurses of Alberta (UNA) and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2020, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 30 calendar days of the signing of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, c. L-1 and Regulations* dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances 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 28.03(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 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 and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management of Millwoods Shepherd’s Care Centre and Kensington Village Shepherd’s Care Centre.
- 2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.
- (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.
- (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.06 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.07 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered psychiatric nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 “Union” shall mean the applicable Local of the United Nurses of Alberta.
- 2.10 The singular shall mean the plural and vice versa as applicable.
- 2.11 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.

- 2.12 “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 12 weeks.
- 2.13 “FTE” means full-time equivalent.

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 in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

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

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct from the Gross Earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 15th day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- (b) The Employer shall provide to the Union on a monthly basis, in an electronic format, a listing(s) 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, for Casual Employees, their date of hire within the bargaining unit;
 - (vi) Address;
 - (vii) Basic Rate of Pay;
 - (viii) Unique Employee Identifier (to the extent the Employer's system is capable); and
 - (ix) Long-term absence status (where applicable).
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 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 prorated 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 45 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union 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 endeavour to provide the Union 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 Negotiating Committee, and the 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) 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 15% administration fee.

ARTICLE 6: NO DISCRIMINATION

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

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**7.01 Regular Hours of Work**

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
 - (i) 7.75 consecutive hours per day; and
 - (ii) an average of 77.5 hours in a 14 day calendar day period.
- (b) Regular hours of work shall:
 - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
 - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required 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 during their meal periods or rest periods or 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 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 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 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 Saving 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, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 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 and Scheduling Provisions.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to the requirements of Article 7.02(a).
- (d) The Shift patterns which may be available are:
 - (i) permanent days;
 - (ii) permanent evenings;
 - (iii) permanent nights.
- (e) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15.5 hours off duty between Shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
 - (iv) not more than seven (7) consecutive scheduled days of work.

- (f) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

7.03 **Schedule Posting**

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

7.04 **Schedule Changes**

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving 14 days notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled Shift, but not their scheduled days off, without giving 14 days notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified 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 Shift. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 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 Employees 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.

7.07 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 by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
 - (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04
- (a) The Employer shall endeavour to minimize the use of mandatory overtime.
 - (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
 - (c) An emergency is a circumstance that calls for immediate action.
 - (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07
- (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
 - (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: PROBATIONARY PERIOD AND ORIENTATION

- 9.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of their probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 9.02 Subject to Article 9.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 9.03 The Employer shall provide a paid orientation period for all new Employees. At least the first five (5) Shifts of resident care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned five (5) Shifts. Where the Employee will be on rotating Shifts, the first three (3) Shifts shall be day Shifts and the Employee's first two (2) Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned five (5) Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.
- 9.04 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 include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing; and
- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause
- provided there was no break in the Employee's service for longer than six (6) months.

10.02 Seniority shall be considered in determining:

- (a) (i) selection of newly created Shift schedules of the same FTE, by Regular Employees subject to Article 7: Hours of Work and Scheduling Provisions; and
- (ii) selection of vacant Shift schedules of the same FTE, by Regular Employees subject to Article 7: Hours of Work and Scheduling Provisions;
- (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 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 Lists**

- (a) *Provision of Seniority Lists*

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

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every 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 Lists*

Two (2) separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order, along with each Employee's FTE and classification. A secondary list shall identify the name and seniority date of each Regular and Temporary Employee, grouped according to their unit.

(c) *Correction of Seniority Lists*

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

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

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

(e) *Seniority Tie-Breaking*

- (i) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.
- (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

10.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out-of-scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), 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.

- 10.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 10.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 12: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Recognition of Previous Experience, vacation entitlement subject to Article 15: Vacations with Pay, sick leave accrual subject to Article 17: Sick Leave or severance.

ARTICLE 11: EVALUATIONS AND PERSONNEL FILE

- 11.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- (c) An Employee who has not received an evaluation in the last 12 months may request one. Such request shall be granted in a timely manner.
- (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.
- 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 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 their 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 two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view their 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 their 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; which fee shall be established by the Employer.

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

ARTICLE 12: PROMOTIONS, TRANSFERS & VACANCIES

- 12.01
- (a) The Employer shall post notices of vacancies for full-time and part-time positions within the bargaining unit not less than 10 calendar days in advance of making an appointment. For informational purposes only, notices of vacancies shall be available at all sites operated by the Employer. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or casual basis only.
 - (c) Vacancies shall be filled whenever possible from within the bargaining unit.
 - (d) A notice of vacancy shall include a general description of the work, unit (if applicable), and shall specify the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. In addition, the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer. For temporary positions, the notice of vacancy shall also indicate the expected term. For informational purposes only, the current Shift pattern.
 - (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 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 28.03(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 in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 12.01(a).
 - (ii) For temporary positions on another unit such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 12.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
 - (iii) For temporary positions in the same unit such Employee shall be eligible to apply on postings of vacancies pursuant to Article 12.02(a) that are in the same unit as the Employee's current temporary position.
- (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 to the Employer in writing.

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

- 12.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 12.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant 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 they have been promoted.
- 12.07 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should either:
- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to their former position,
- the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position after consultation with the Employee and the Union. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
- (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 12.01 to 12.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 12.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee shall be entitled to orientation, the form and duration shall be determined in consultation between the Employee and the Employer.
- 12.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.

- 12.09 When, because of inability to perform the functions of a position, or because of ill health or by 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.
- 12.10 At time of hire or transfer, or change of hours in accordance with Article 10.02(a)(ii) or Article 12.12, or change of category in accordance with Article 28.02 or 28.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle;
 - (d) date of hire and transfer (if applicable); and
 - (e) increment level.

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

- 12.11
- (a) In instances where a Regular Employee accepts a temporary position which is outside the scope of this bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.
 - (b) In instances where a Regular Employee accepts a regular position which is outside the scope of this bargaining unit, the resultant vacancy shall be posted as a temporary position, not exceeding six (6) months. During this six (6) month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

12.12 **Decreasing or Increasing Regular Hours of Work**

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

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

- (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.
 - (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 12.12 equals or exceeds .4 FTE, they shall be posted as a vacancy.
 - (iv) If the number of hours vacated as a result of Article 12.12 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, or may be posted as a vacancy.
 - (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 12.12, unless otherwise agreed between the Employer and the Union.
 - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees or may be posted in accordance with this Article for members of the bargaining unit only.

- (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. Subject to Article 12.12(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
- (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
- (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 12.12(b)(i)(B) above.
- (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (v) Any unassigned hours following the completion of Article 12.12(b) above will not remain subject to the provisions of Article 12.12.
- (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
- (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 12.12.
- (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase their regular hours of work pursuant to Article 12.12 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of Article 12.12 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 12.12 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article 12.12 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 12.12 shall not be required to serve a trial period.

- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 12.12 shall not be considered a violation of Articles 12: Promotions, Transfers & Vacancies; 13: Layoff and Recall; or 28: Part-time, Temporary and Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Article 12: Promotions, Transfers & Vacancies and 13: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 12: Promotions, Transfers & Vacancies and 13: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 12.12(b)(iii) apply.

ARTICLE 13: LAYOFF AND RECALL

- 13.01 (a) For the purposes of Article 13: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- 13.02 **Notice**
 - (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
 - (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to 28 days pay in lieu thereof shall be paid to affected Employees.
- 13.03 **Order of Layoff**
 - (a) Subject to the provisions of Article 13.03(b) and 13.04(a)(iii), layoff shall occur in reverse order of seniority.

- (b) Notwithstanding the provisions of Article 13.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 13.03(a) would result in retaining Employees who do not have the ability to perform the work.

13.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 13.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 13.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:

- (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which they are employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

13.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

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

13.07 **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 the laid off Employee for the duration of the layoff to a maximum of three (3) months premium.

- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 19.01.

13.08 **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 & Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 13.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 13.02(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 13.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

- 13.09
- (a) Prior to recalling laid off Employees pursuant to Article 13.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than 10 calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of posting. Employment competitions posted pursuant to Article 13.09(a) shall be limited to Regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 13.05. If unable to temporarily fill the vacancy in accordance with Article 13.05, the Employer may temporarily fill the vacancy in accordance with Article 12.01(b).
 - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 13.09.
 - (d) Applications pursuant to Article 13.09(a) shall be made to the Employer in writing.

- (e) In making promotions and transfers pursuant to Article 13.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 12: Promotions, Transfers and Vacancies.
- (f) Where there is:
 - (i) a vacancy resulting from an appointment under 13.09(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 13.09(a),
 recalls shall be carried out in accordance with Article 13.05.
- (g) The name of the Employee appointed pursuant to Article 13.09(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

13.10 Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed up to 15.5 hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

ARTICLE 14: CHARGE PAY AND TEMPORARY ASSIGNMENT PAY

14.01 Charge Pay

- (a) The Employer shall designate a Registered Nurse to be in charge of a unit. Where such Registered Nurse is absent from the unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b) The Registered Nurse that is designated in charge shall be paid an additional \$2.00 per hour.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a Registered Nurse designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

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

- 14.03 (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
- (c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

ARTICLE 15: VACATIONS WITH PAY

15.01 Definitions

For the purpose of this Article: “vacation” means annual vacation with pay.

15.02 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 the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
- (i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

Vacation shall not be reduced as a result of time spent on sick leave, Short-Term Disability, the first six (6) months of Long-Term Disability, and the first 24 months of Workers’ Compensation.

- (b) Where a new Employee has voluntarily terminated their previous employment and the Employee commences employment with the Employer within six (6) months of the date of termination of employment with another Employer, the Employee shall accrue vacation entitlement as though their employment had been continuous, to a maximum of 20 working days per year, provided the Employee’s former Employer provides the Employee with a written statement of the Employee’s vacation entitlement.

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

15.03 **Time of Vacation**

- (a) (i) The Employer shall post the vacation schedule planner by March 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit who can be granted vacation at the same time. Where an Employee submits their vacation preference by April 1st of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit shall be the deciding factor.
- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.

- (b) The Employer may establish a limit to the amount of vacation accrual an Employee is entitled to maintain on an ongoing basis. The limit on vacation accrual shall be one (1) year's entitlement as specified in Article 15.02, which may be carried forward into the Employer's next fiscal year. Where unusual circumstances exist, an Employee may request to accumulate vacation over the established limit. Such request shall not be unreasonably denied.
- (c) Notwithstanding Article 15.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (d)
 - (i) Subject to Article 15.03(d)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
 - (iii) An Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.
- (e) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has their vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.
- (f)
 - (i) For Employees with an annual vacation entitlement of four (4) weeks: provided a minimum of three (3) weeks' vacation has been taken, the Employee may request, in writing, payout of vacation pay for the unused week.
 - (ii) For Employees with an annual vacation entitlement of five (5) or six (6) weeks: provided a minimum of four (4) weeks' vacation has been taken, the Employee may request, in writing, payout of vacation for the unused week(s).

15.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 16: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

Further, any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

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

- 16.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
 - (b) work on the holiday when scheduled or required to do so.
- 16.03 (a) Except as specified in Article 16.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 16.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday, 2.5X their Basic Rate of Pay;
 - (ii) for all overtime hours worked on August Civic Holiday and Christmas Day, 3X their Basic Rate of Pay.

- 16.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 16.03 above.
- 16.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 16.03.
- 16.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they 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 16.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 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.
- (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 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.
- 17.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 17.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 17.05 When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 17.06 Sick leave shall be granted:
- (a) if an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.
 - (c) Notwithstanding Article 17.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 17.07 (a) An Employee who has been receiving Long-Term Disability (LTD) benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;

- (ii) incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.
 - (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements.
 - (b) An Employee who does not qualify for LTD benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.
- 17.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.
- 17.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 17.10 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.
- (b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 28.03, the Casual Employee shall not have access to the frozen sick leave bank.
 - (ii) Where a Casual Employee in Article 28.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 17: Sick Leave.

- (iii) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a casual position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port their sick leave bank to the new employer. The Employee's sick leave bank shall be frozen. Pursuant to Article 28.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (iv) Where an Employee terminates their employment with the Employer, and within six (6) months of termination obtains a regular or temporary position with an Employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous Employer, provided the Employee's former Employer provides the Employee with a written statement of the Employee's sick leave credits.

- 17.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 17.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.

ARTICLE 18: WORKERS' COMPENSATION

- 18.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10th of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10th of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 17.07(b).
- 18.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or
- (c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 17: Sick Leave or 19: Prepaid Health Benefits.
- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

18.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Charge Pay and Temporary Assignment Pay.

18.04 In reinstating an Employee under Article 18.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.

ARTICLE 19: PREPAID HEALTH BENEFITS

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

- (a) Supplementary Benefits Plan which provides benefits at no less than those in place on November 1, 2007; inclusive of:
 - (i) Vision care coverage providing for annual eye exams and up to \$600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery.
 - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner.
- (b) Alberta Health Care Insurance Plan;

- (c) The Health Benefit Trust of Alberta Benefit Plan or equivalent, inclusive of:
- (i) Group Life Insurance (1X basic annual earnings rounded to next highest \$1000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1000);
 - (iii) Short-Term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-Term Disability shall become effective on the 1st working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the Short-Term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period);
 - (v) The Employer's Dental Plan shall provide for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services, [including implants and appliances (appliances to include mouth guards for therapeutic use)] and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Great West Life Usual and Customary Fee Guide. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.
- 19.02 (a) Where the benefits specified in Article 19.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- (b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.
- 19.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 19.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.

- 19.05 The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- 19.06 Such coverage shall be provided to Regular and Temporary Employees except for:
- (a) a Part-time Employee whose regularly scheduled hours of work are fewer than 15 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
 - (b) a Temporary Employee who is hired to work for a position of less than six (6) months;
- which Employees are eligible to participate only in Articles 19.01(a), 19.01(b) and Article 19.01(c)(v) above.
- 19.07 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.
- 19.08 Providing the Employee is actively at work:
- (a) supplementary health and dental plan benefits commence on the date of hire if the date of hire is the first of the month or for those hired after the first of the month benefits commence the first day of the month following the date of hire into a benefits eligible position; and
 - (b) all other benefits commence on the date of hire into a benefits eligible position, or where applicable, the date the insurer approves the coverage.

ARTICLE 20: LEAVES OF ABSENCE

- 20.01 *General Policies Governing Leaves of Absence*
- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
 - (b) Except as provided in Article 20.04 and 20.05, where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
 - (c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Article 20.04(f) or 20.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to the Employee's home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

20.02 *General Leave*

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

20.03 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family). For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

20.04 *Maternity Leave*

- (a) Employees who have completed 90 days of employment shall, upon written request providing at least two (2) weeks' advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) 75%:25% premium cost sharing will continue for 12 full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.
- (f) An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (g) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 20.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

20.05 *Adoption/Parental Leave*

- (a) Employees who have completed 90 days of employment shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) days' notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) 75%:25% premium cost sharing will continue for 12 full weeks of adoption/parental leave provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the adoption/parental leave.

20.06 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

20.07 *Court Appearance*

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

20.08 *Personal Leave*

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

20.09 *Caregiver Leaves*(a) *Compassionate/Terminal Care Leave*

- (i) An Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of 27 weeks to care for a qualified relative with a serious medical condition with a significant risk of death within 26 weeks from the commencement of the leave.
- (ii) “Qualified relative” for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and regulations.
- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 20.01(a), an Employee shall apply for compassionate/terminal care leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) *Critical Illness Leave*

- (i) An Employee who has completed at least 90 days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:
 - for a period of up to 36 weeks to care for their critically ill child;
 - for a period of up to 16 weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the *Alberta Employment Standards Code* and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness Leave under the *Alberta Employment Standards Code* and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.

- (v) Notwithstanding Article 20.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee on leave of absence under Article 20.04 or 20.05 may request extension of such leave of absence, if the newborn is hospitalized and the Employee qualifies for critical illness of a child leave. Such extension shall equal the duration in which the Employee is on critical illness of a child leave.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

20.10 *Military Leave*

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

20.11 *Leave for Public Affairs*

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

20.12 *Death or Disappearance of a Child Leave*

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:

- (i) begins on the day on which the death or disappearance occurs, and
- (ii) ends on the earliest of:
 - the length of the leave specified in Article 20.12(a) or (b), or
 - in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

20.13 *Domestic Violence Leave*

- (a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to 10 days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer or lawyer.

20.14 *Citizenship Ceremony Leave*

An Employee who has completed 90 days of employment is entitled to 1/2 day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada)*.

ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

- 21.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 21.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 21.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. Any suspension must take place immediately following notice of suspension. The action of suspension or dismissal shall be within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 21.04 (a) An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 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.

- (b) Once a disciplinary record is eligible for removal per Article 21.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.
- 21.05 The procedures stated in Articles 21.01, 21.02 and 21.03 do not prevent immediate suspension or dismissal for just cause.
- 21.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The 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. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee. When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 21.07 In the event that an Employee is reported to their 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.
- 21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 21.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 21.10 Twenty-eight (28) calendar days' notice in writing, shall be given by an Employee who resigns.

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 Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.

- 23.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing their registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a nurse who is not registered on their date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (b) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder:
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.
- 23.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

- 23.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on a designated pay day.
- 23.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 23.06 (a) 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.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 24: EDUCATIONAL ALLOWANCES

- 24.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by *bona fide* post-secondary educational institutions.

Educational allowances shall be:

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course	50¢
Gerontological Certification	70¢
Active registration in the CARNA plus Degree or Diploma in Psychiatric Nursing (a Diploma or Degree in Nursing plus active registration in CRPNA)	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) An educational allowance for Baccalaureate Degree pursuant to Article 24.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:

- (i) a Nursing Baccalaureate Degree program recognized:
 - (A) by NEPAB; or
 - (B) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate Degree program; or
- (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the International Qualifications Assessment Service.

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

24.03 (a) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.

(b) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nurses Association, the Employee will receive an additional hourly allowance in the amount of 50¢ per hour which will form part of the Employee's Basic Rate of Pay.

24.04 Upon successful completion of an educational qualification listed in this Article, the Employee shall advise the Employer within a reasonable time. Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification provide that not more than one (1) year has elapsed, or from the date of hire, whichever is later.

ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE

25.01 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 12 months, the Employer will recognize experience that is more than five (5) years old.

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

ARTICLE 26: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**26.01 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 1445 hours to 2245 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1445 hours to 2245 hours provided that greater than one (1) hour is worked between 1445 hours and 2245 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1445 hours to 2245 hours.
- (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 2245 hours to 0645 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2245 hours to 0645 hours provided that greater than one (1) hour is worked between 2245 hours and 0645 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 2245 hours to 0645 hours.
- (c) No Employee shall receive payment under Article 26.01(a) and 26.01(b) concurrently.

26.02 Weekend Premium

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

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1445 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1445 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1445 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1445 hours on a Friday.

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

ARTICLE 27: PENSION PLAN**For Employees at Millwoods Shepherd's Care Centre**

- 27.01 The Employer shall contribute to the Local Authorities Pension Plan or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees, provided they are scheduled to work at least 14 hours per week as averaged over one (1) complete Cycle of the Shift Schedule, in accordance with the terms and conditions of the applicable Plan.
- 27.02 Where an eligible Part-time Employee requests enrollment in a pension plan referred to in Article 27.01, the Employer shall facilitate such enrollment by providing the Employee with the necessary forms and submitting such forms as may be necessary to the applicable plan forthwith.
- 27.03 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first year of service.
- 27.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.
- 27.05
- (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP).
 - (b) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.
 - (c) Regular Employees who, by virtue of their age, no longer qualify under Article 27.05(b) shall receive an additional 2% of their regular earnings.
 - (d) "Earnings" as defined in Article 27.05(b) above, will include WCB earnings until such time that the Employee exhausts accrued sick leave credits and is deemed to be on sick leave without pay.
 - (e) Effective January 1, 2018, the Employer agrees not to impose any probationary period for participation in the RRSP. Regular Employees do not have to participate in the pension plan to participate in the RRSP. There is no buy back of prior years of RRSP.

For Employees at Kensington Village Shepherd's Care Centre

- 27.01 The Employer shall offer a pension plan in the form of a Registered Retirement Saving Plan to all Regular Employees whose contribution will be on a voluntary basis, provided they are scheduled to work at least 14 hours per week as averaged over one (1) complete Cycle of the Shift Schedule. Regular Employees shall have the right to contribute, up to a maximum percentage equal to the Local Authorities Pension Plan. The ratio of contribution Employer/Employee shall match that of the LAPP.
- 27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.
- 27.03 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP).
- (b) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of their regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.
- (c) A Regular Employee who, by virtue of their age, no longer qualifies under Article 27.03(b) shall receive an additional 2% of their regular earnings.
- (d) "Earnings" as defined in Article 27.03(b) above, will include WCB earnings until such time that the Employee exhausts their sick leave credits and is deemed to be on sick leave without pay.
- (e) Effective January 1, 2018, the Employer agrees not to impose any probationary period for participation in the RRSP. Regular Employees do not have to participate in the RRSP in lieu of a pension plan at the Kensington Village to participate in the RRSP. There is no buy back of prior years of RRSP.

ARTICLE 28: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

28.01 Part-Time Employees

Except as modified in Article 28.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 77.5 hours in a 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 28.01(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, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (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 2X the applicable basic hourly rate for work performed.

(b) *Shift Schedules*

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

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

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of eight (8) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than seven (7) consecutive scheduled days of work; and

- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 12.10.
 - (ii) Violation of any provision of Article 28.01(b) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (c) *Increment Accrual*
- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1929.75 regular hours actually worked to the maximum increment granted Full-time Employees.
 - (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).
 - (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).

(d) *Vacation with Pay*

(i) Amend Article 15.02 to read:

15.02 (a) Part-time Employees shall earn vacation in accordance with the provisions for Full-time Employees, prorated to their FTE and additional Shifts worked (exclusive of overtime). Vacation shall not be reduced as a result of time spent on sick leave, Short-Term Disability, the first six (6) months of Long-Term Disability, and the first 24 months of Workers' Compensation.

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

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

Hours specified in Article 28.01(d) (i): (15.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (i) 6% during the 1st employment year;
- (ii) 8% during each of the 2nd to 9th employment years;
- (iii) 10% during each of the 10th to 19th employment years;
- (iv) 12% during each of the 20th and subsequent employment years.

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

Hours specified in Article 28.01(d) (i): (15.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

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

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

(e) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though their employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(ii) Amend Article 15.04(a) to read:

15.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 28.01(d) will be paid in compliance with Article 15.04(c).

(e) *Named Holidays*

Amend Article 16: Named Holidays to read:

16.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

16.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours. 2.5X the Employee's Basic Rate of Pay shall be paid for work in excess of 7.75 hours on such day.

(b) Notwithstanding Article 16.02(a), effective July 12, 2007, an Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours. 3X the Employee's Basic Rate of Pay shall be paid for work in excess of 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 (1) 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.

(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 1 1/2 days per month, prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
- (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.

28.02 **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 12.10 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 28.02(b).

28.03 **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 17.10(b)
- Article 18: Workers' Compensation
- Article 19: Prepaid Health Benefits, and
- 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, advance notice of scheduling shall not exceed seven (7) calendar days.
- (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 2.04(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.

(v) A Casual Employee shall be entitled to overtime worked in excess of 77.5 hours averaged over a two (2) week period.

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1929.75 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) *Vacation*

Amend Article 15: Vacations with Pay to read:

15.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:

(i) 6% of their regular earnings during the 1st employment year;

(ii) 8% of their regular earnings during the 2nd to 9th employment years;

(iii) 10% of their regular earnings during the 10th to 19th employment years;

(iv) 12% of their regular earnings during the 20th to 24th employment years;

(v) 12.4% of their regular earnings during the 25th and subsequent employment years; in lieu of vacations with pay;

(b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 16: Named Holidays to read:

- 16.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.
- 16.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (b) Notwithstanding Article 16.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- (ii) for all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 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 (1) 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).
- (e) Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.

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

ARTICLE 29: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 30: DISPUTE RESOLUTION PROCESS

30.01 Purpose

The parties agree to the following Dispute Resolution Process in order to resolve any difference related to the application, interpretation or operation of this Collective Agreement in an effort to maintain and enhance the provision of quality health care services.

The parties agree that the purpose of the Dispute Resolution Process is to:

- (a) encourage open, face-to-face dialogue between the people affected by a dispute;
- (b) achieve timely and equitable resolutions to identified issues as close to the source as possible;
- (c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;
- (d) recognize and respect the roles, interests and accountabilities of all involved;
- (e) minimize the time and costs involved in resolving disputes; and
- (f) achieve solutions that are consistent with the terms of this Collective Agreement.

30.02 **Communication**

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Chief Executive Officer or their designate.

30.03 **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 time limits in this Article are directory and intended to enable timely resolution of disputes.

30.04 **Meetings**

- (a) An Employee shall have the right to be accompanied by a Union representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee. Travel compensation shall also be provided in accordance with Article 33.05.

30.05 **Disputes Affecting More Than One (1) Employee**

If a dispute directly affects two (2) or more Employees, it may be initiated under Article 30.08.

30.06 **Disputes Relating to Written Warning, Suspension or Termination**

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 30.08.

30.07 **Initial Problem-Solving Stage**

- (a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
- (c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

30.08 **Formal Dispute Resolution – Grievance Filing**

- (a) The grievance shall specify the details of the dispute, the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within 10 days of the date the Employee, Employer, or the Union first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing, within seven (7) days of the meeting.
- (d)
 - (i) If a resolution is achieved at or following the Article 30.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
 - (ii) If a resolution is not achieved at or following the Article 30.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

30.09 **Mediation**

- (a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.

- (i) The mediator shall, within 10 calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (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 shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
 - (c) The expenses of the mediator shall be borne equally by both parties.

30.10 **Employer/UNA Dispute Resolution Advisory Committee**

- (a) The parties shall form a joint Employer/UNA Dispute Resolution Advisory Committee (Committee) made up of an equal number of representatives of each party.
- (b) Prior to any grievance Arbitration, the parties to a dispute may agree to refer the dispute to the Committee.
- (c) The purpose of the Committee's involvement is to assist the parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
- (d) The Committee may make any recommendations it feels appropriate. All recommendations of the Committee are non-binding and privileged and shall not be used for any other purpose.

30.11 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and the Committee in writing.
- (b) Within 10 days after receipt of notification provided for in Article 30.11(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.

- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the Committee shall, within 10 days after receipt of notification provided for in Article 30.11(b) above, select one (1) of the following arbitrators to hear the Arbitration:

Lyle Kanee	William McFetridge
David Phillip Jones	Richard Wilson
Andrew C. L. Sims	Mark Asbell
Les Wallace	Tom Jolliffe

The selection shall be random.

Note: The parties may mutually agree to amend the above list.

- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected, the arbitrator shall meet with the parties within 30 days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.
- (f) The decision of the arbitrator 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; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 31: COMPENSATION ERRORS

- 31.01 A compensation error is an overpayment or underpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 31.02 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a 12 month period starting the day the Employee is made aware an overpayment exists.
 - (b) If the amount involved is less than \$200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.
 - (c) If the amount involved exceeds \$200 or, the following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Attachment A, with a copy to the Local and the Employee.
 - (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
 - (e) The Employer may recover overpayments by deductions from an Employee's earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay at a rate not to exceed \$25 per \$200 of Gross Earnings;
 - (iii) if the Employee resigns or is terminated for cause, from the final pay or other funds due on termination.
 - (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;

- (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
- (i) resolve the matter based on written submission alone;
 - (ii) use a conference call hearing in lieu of an in-person hearing.
- The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
- (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

31.03 If there is a payroll error and an Employee is without pay, the Employer must issue the monies owing, within five (5) working days.

31.04 The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between Employees 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 31: Compensation Errors 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 in 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 (1) of the following:

Collect the entire amount from my next pay

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 (1) 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: _____

cc: UNA

ARTICLE 32: TECHNOLOGICAL CHANGE

32.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace 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 33: OCCUPATIONAL HEALTH & SAFETY

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

- 33.02
- (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within 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. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
 - (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Union may make recommendations to the Employer in that regard.
 - (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
 - (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.

- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
 - (ii) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.
 - (g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).
- 33.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 33.04 (a) No Employee shall be assigned to work alone on a unit.
- (b) Where an Employee is assigned to work alone in other than a unit, 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. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Safety Plan.
- 33.05 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.
- 33.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.
- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.
- 33.07 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.

33.08 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Union.

ARTICLE 34: PROFESSIONAL DEVELOPMENT

34.01 (a) The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “professional development” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.

34.02 In-Services

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (i) Cardio-Pulmonary Resuscitation;
 - (ii) Anaphylaxis;
 - (iii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures);
 - (iv) Evacuation and disaster procedures; and
 - (v) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

34.03 Professional Development Days

Upon request, each Employee shall be granted at least three (3) professional development days annually for professional development, 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.

34.04 Nursing Journals

The Employer shall make available at each site no fewer than five (5) current nursing journals.

34.05 Travel

Employees who are required by the Employer to attend staff development activities shall be reimbursed at established mileage allowance rates for travel by car to the extent such travel exceeds the Employee's normal daily roundtrip commute to/from the normally scheduled workplace, meal, subsistence, course material(s) and registration fees shall be paid at the applicable rate of pay.

- 34.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$250 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers' Compensation;
 - (v) Educational leave up to 24 months; and
 - (vi) Maternity, Parental, Compassionate/Terminal Care, Critical Illness of a Child or Death or Disappearance of a Child Leaves.
- (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; or
- (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 35: PROFESSIONAL RESPONSIBILITY

- 35.01
- (a) A Professional Responsibility Committee (Committee) shall be established with up to two (2) Employees elected by the Union and up to two (2) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within 10 days of receiving a written description of the issue regarding resident care.
 - (b) Alternate representatives may be designated from the same group.
 - (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
 - (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing issues.
 - (e) Where an issue is specific to one (1) unit, the Employee or Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
 - (f) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
 - (g) Should an issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).
 - (h) The IAC shall consist of three persons, one to be nominated by the Local, one to be nominated by the Employer, and a chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice.

- (i) Should the Local and the Employer fail to agree on a chairperson within 14 days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a chairperson. The fees and expenses of the chairperson shall be borne equally by the Union and the Employer.
- (j) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within 60 days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within 14 days of the meeting.
- (k) A meeting of the parties, including the CEO and the President of the Union, shall be held within 14 days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.
- (l) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the governing Board. The governing Board shall provide a written response accepting or rejecting the IAC recommendations or substituting its own recommendations for resolution of the issue(s) within 14 calendar days of the presentation by the Local.
- (m) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 30: Dispute Resolution Process.

35.02 An Employee attending Committee meetings shall be paid their Basic Rate of Pay for such attendance.

ARTICLE 36: JOB DESCRIPTION

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

ARTICLE 37: COMMITTEE PARTICIPATION

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

ARTICLE 38: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

38.01 Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

ARTICLE 39: RETENTION OF EXPERIENCED EMPLOYEES

39.01 Retention Recognition

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

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

ARTICLE 40: UNIT

40.01 (a) Except as provided in (b) below, for the purposes of application of Article 33.04, the Employer shall provide the Union with a list of areas in the facility that the Employer has designated as a unit. Such list shall be provided to the Union no later than ninety (90) days upon ratification.

- (b) In the event that the Employer provided the Union with a list of areas that the Employer has designated as a unit under the terms of a prior Collective Agreement, and the unit designation was resolved or remains in the process of being resolved, the Employer shall not be required to provide a list pursuant to 40.01(a), and the provisions of Article 40.02 to 40.07 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas designated as a unit under the terms of a prior Collective Agreement, as information only.

40.02 If the Union identifies any concerns:

- (a) Regarding Employee safety relative to the application of Article 33.04; or
- (b) Where the Employer has not designated an area as a unit or part of a unit;

then, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.

40.03 Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (30) days of receipt of the written notification pursuant to Article 40.01 and 40.08, to the governing Board of the site concerned.

The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.

40.04 Failing resolution of the dispute between the parties, pursuant to Article 40.03 above, the Union may advance the dispute within thirty (30) days of response from the governing Board to Arbitration in accordance with Article 30: Dispute Resolution Process of this Collective Agreement.

40.05 In hearing the dispute pursuant to Article 40.04 above, the Board of Arbitration shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 33.04.

40.06 Should the Board of Arbitration find that the Employer's designation of a unit is inappropriate, the matter shall be returned to the parties for a period of thirty (30) days during which the Employer and the Union will attempt to again resolve the matter.

40.07 Should the parties fail to resolve the matter within the thirty (30) day period, the Board of Arbitration shall render a decision in this regard.

40.08 Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Article 40.02 through 40.07 shall apply to the altered designation.

ARTICLE 41: SEVERANCE

- 41.01 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.
- 41.02 The Employer will offer the following severance to eligible Regular Employees, as defined in Article 41.03:
- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks' pay.
 - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of 1829 hours worked at the Basic Rate of Pay to a maximum of 40 weeks' pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
- 41.03 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 Article 41: Severance.
- 41.04 A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
- 41.05 An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 41.06 A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 13: Layoff and Recall of this Collective Agreement.
- 41.07 (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

41.08 Severance pay provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

ARTICLE 42: DEFERRED SALARY PLAN

42.01 Within 90 days of receiving a written request from an Employee, the Employer shall have a policy in place which will enable Employees who have completed their probationary period to access a deferred salary plan.

- (a) During such absence, the Employee shall have the right to continue with benefits as per Article 19: Prepaid Health Benefits, provided they pay the full cost of the premiums. All provisions of Article 20.01(e) shall apply during the leave.
- (b) At the completion of the leave, the Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking the leave or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

42.02 The policy shall be in accordance with Canada Revenue Agency and Local Authorities Pension Plan regulations.

LETTER OF UNDERSTANDING #1

BETWEEN

**SHEPHERD'S CARE FOUNDATION
(MILLWOODS SHEPHERD'S CARE CENTRE)
(KENSINGTON VILLAGE SHEPHERD'S CARE CENTRE)**

AND

UNITED NURSES OF ALBERTA, LOCAL # 219

RE: LUMP SUM PAYMENT

The parties agree that:

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

- (d) Absences while receiving Workers' Compensation;
 - (e) Educational leave up to 24 months;
 - (f) Vacation with pay; and
 - (g) Compassionate/Terminal Care, Critical Illness of a Child or Death or Disappearance of Child Leaves.
3. Employees who commence employment or change their employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
 4. Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange 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 #2

BETWEEN

**SHEPHERD'S CARE FOUNDATION
(MILLWOODS SHEPHERD'S CARE CENTRE)
(KENSINGTON VILLAGE SHEPHERD'S CARE CENTRE)**

AND

UNITED NURSES OF ALBERTA, LOCAL #219

RE: JOB SECURITY

Whereas the employer needs to operate within available resource allocation while maintaining person-centered care.

Whereas the outcome of such efforts could lead to organizational changes that may result in adjustments within the UNA bargaining unit.

The parties agree to the following:

1. Without restricting its right to determine the number of Employees needed from time to time in any work unit or classifications and to determine whether or not a position will be continued or declared redundant, annually the Employer and the Union will meet to discuss any potential FTE changes due to funding changes; unless it is otherwise impossible, no employee shall experience an involuntary reduction in full-time equivalency (FTE).
2. To Achieve the preceding the parties recognize that:
 - (a) Adjustments in the workforce may occur through attrition;
 - (b) In addition to Article 13 (layoff and recall), all retention options will be explored; and
 - (c) The parties agree to share all relevant information in a timely manner.
3. This Letter of Understanding shall expire on March 31, 2020 or upon ratification of a new Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #3

BETWEEN

**SHEPHERD'S CARE FOUNDATION
(MILLWOODS SHEPHERD'S CARE CENTRE)
(KENSINGTON VILLAGE SHEPHERD'S CARE CENTRE)**

AND

UNITED NURSES OF ALBERTA, LOCAL #219

RE: ADMINISTRATION OF PREPAID HEALTH BENEFITS

WHEREAS it is the intent of the parties to continue to engage in good faith discussions on the administration of Prepaid Health Benefits, the parties agree as follows:

1. The Employer will fulfill its contractual obligations under Article 19 of this Collective Agreement; and
2. The parties will meet within 90 days of ratification to discuss:
 - (a) the administration of the Prepaid Health Benefits Plan;
 - (b) benefit commencement and applicable waiting periods for Employees; and
 - (c) compliance with the Collective Agreement, whichever is later.

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2017	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA Rate	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34
April 1, 2018	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA Rate	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34
April 1, 2019	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA Rate	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34

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: _____