

COLLECTIVE AGREEMENT

BETWEEN

**HAVEN OF REST OF MEDICINE HAT SOCIETY
SUNNYSIDE NURSING HOME SOCIETY**

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #420**

FOR THE PERIOD

SEPTEMBER 19, 2015 – SEPTEMBER 30, 2018

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COLLECTIVE AGREEMENT MADE THIS _____ DAY OF _____.

BETWEEN

**HAVEN OF REST OF MEDICINE HAT
AND SUNNYSIDE NURSING HOME SOCIETY**

AND

**UNITED NURSES OF ALBERTA
LOCAL #420**

PREAMBLE

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

AND WHEREAS the parties agree to uphold the Home's Philosophy and Objective, practice Christian principles and promote a Christian atmosphere in our Facilities.

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of patient/resident/client 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 Employees;

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 September 19, 2015, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective, up to and including September 30, 2018, 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 90 calendar days of the signing of the Agreement. This provision applies to the Salary Appendix only.

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 Salary Appendix inclusive of educational allowances 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 (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
 - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
 - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
 - (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 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.
- 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 “Licensed Practical Nurse” means a person who has been issued a certificate of registration as a licensed practical nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10
 - (a) “Union” shall mean the United Nurses of Alberta which is party to this Agreement.
 - (b) “Local” shall mean the local branch of the Union.
- 2.11 The singular shall mean the plural and vice versa as applicable.

- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “Cycle of the Shift Schedule” means the period of time when the Shift Schedule repeats itself.
- 2.14 “FTE” means full-time equivalent.
- 2.15 Unit means Sunnyside LTC or Haven Assisted Living.

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 The Employer recognizes the Union as the exclusive bargaining agent for all Employees when employed as Licensed Practical Nurses .
- 3.03 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.
- 3.04 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.
- 3.05 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 the monthly membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, by the 15th day of the next month.
 - (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or newly terminated (to the extent the Employer's system is capable).
 - (c) The Employer shall provide to the Union on a monthly basis, in an electronic format, either as part of the report in (b) or separately, listings of Employees specifying the following: (to the extent the Employer's system is capable)
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For Regular and Temporary Employees, their seniority date;
 - (vi) Unit (where applicable);
 - (vii) Address;
 - (viii) Basic Rate of Pay;

5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues and Local levies 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 (a) The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local's activities. A separate bulletin board shall be provided in each unit. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- (b) The Employer agrees to allow a United Nurses of Alberta binder on each unit, where patient/resident/client care is provided. The Employer reserves the right to require that material damaging to the Employer be removed.
- 5.05 (a) A representative of the Local shall have the right to make a presentation of up to 15 minutes to 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, and further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.
- (b) The Employer will try to provide at least 14 working days notice to the Local of the date, time and place for each presentation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business. 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 unreasonably denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Time off granted in accordance with Article 5.06(a) and (b) shall be without pay.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of

an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING 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) 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (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, provided the Employee has obtained prior approval of the Department Manager or On-Call Manager be paid as follows:
 - (i) for a rest period, at 1 ½X 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.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: or Article 35: Extended Work Day.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to the requirements of Article 7.02(a).
- (d) The Shift patterns which may be available are:
 - (i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
 - (ii) permanent days;
 - (iii) permanent evenings (only by request of Employee);
 - (iv) permanent nights (only by request of Employee);
 - (v) evenings and days rotation;
 - (vi) nights and evenings (only by request of Employee);
 - (vii) nights and days rotation.

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

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(i) or (vi) or (vii) which begins with night Shifts. Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two (2) blocks per year totalling not more than 14 calendar days.
- (f) Employees working Shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing:
 - (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
 - (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.
 - (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15 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.
 - (iv) not more than six (6) consecutive scheduled days of work.
 - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.

- (h) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at 1 ½X 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 Local may agree in writing on a shorter time period than 12 weeks.

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, unless the change is made by mutual agreement.
 - (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 unless the change is made by mutual agreement.
- (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 Shifts. 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 Employer.

- (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and
 - (iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Such exchange shall be recorded on the Shift schedule.
 - (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
 - (d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
 - (e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 **Reporting Pay**

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.
- (b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant shift scheduled developed by the Employee(s) and the Local provided the proposed schedule does not result in any additional costs.

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 for each 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.
- 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) 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 her or his Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, shall be entitled to eight (8) consecutive hours of rest before commencing his or her next Shift, without loss of earnings.
 - (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: PROBATIONARY PERIOD AND ORIENTATION

- 9.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked.
- (b) The probationary period may be extended for a maximum period of 170 hours worked, subject to mutual agreement by the Employer, Union and Employee.
- (c) During this evaluation, 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. The Employee's first six (6) Shifts of patient/resident/client care shall be under guidance or supervision.
- 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 as a Registered Nurse or Licensed Practical Nurse profession, 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 an 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 of the Unit, subject to Article 7: Hours of work

and Scheduling Provisions. For Employees the selection to occur within the unit, this provision shall not be used to change from the standard workday to the extended workday (or *vice versa*); and

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

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

- (a) when an Employee resigns;
- (b) upon the expiry of 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*

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.

(c) *Correction of Seniority Lists*

The Union or Local 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 12.01(b)(ii), the Local 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 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position

subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: 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.
- 11.02 (a) All evaluations shall be in writing and shall be done by the CSM or designate.
- (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 Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 11.03 (a) By appointment made at least five (5) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, at the Business Office and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 11.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; 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 in the bargaining unit not less than 10 calendar days in advance of making an appointment. Each vacancy

shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number. 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 through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
 - (i) a general description of the work;
 - (ii) the unit;
 - (iii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and
 - (iv) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.
 - (v) For temporary positions, the notice of vacancy shall also indicate the expected term.

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

- (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 in the same 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 Employer.
 - (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 Local. Such agreement shall not be unreasonably withheld.

12.03 Applications pursuant to Article 12.01(a) and Article 12.02 shall be made to the Employer in writing and shall specify the posting number.

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 Union and all applicants for the transfer, promotion and/or vacancy 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 (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.
- 12.07 (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. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a position suitable to the Employee if possible. 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.
- (f) A transferred Employee shall be entitled to orientation, the form and duration shall be determined in consultation between the Employee and 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 12.02(a)(ii) or Article 12.15 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);
- (e) increment level; and

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

12.11 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of the 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 Local shall be notified whenever this clause is applied.

12.12 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.

12.13 Employees are not permitted to apply for vacancies to add to their existing position.

12.14 Employees may indicate a willingness to work additional Shifts and Shifts worked will be as a part of their one (1) employment relationship.

12.15 Decreasing or Increasing Regular Hours of Work

The parties agree that it may be 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) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.

- (ii) 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 .
- (iii) 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.
- (iv) 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.
- (v) 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 12.15 equals or exceeds .42 FTE, they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 12.15 is less than .42 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 her or his FTE to less than a .42 FTE pursuant to Article 12.15, unless otherwise agreed between the Employer and the Local.
- (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (vii) Where a regular extended Shift Employee decreases her or his regular hours of work, the agreement referred to in Article 35.01 of the Collective Agreement, if required, shall be altered to reflect that change.

- (b) Increasing regular hours of work for Regular Part-time Employees:
 - (i) (A) If regular FTEs of less than .42 or temporary FTEs of less than 12 months and less than .42 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 12.15(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 .42 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 12.15(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 12.15(b) above will not remain subject to the provisions of Article 12.15.
 - (vi) A Regular Part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his schedule without violating the scheduling provisions of the Collective Agreement.
 - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.15.
 - (viii) No Regular Part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
 - (ix) Where a Regular Part-time extended Shift Employee increases her or his regular hours of work, the agreement referred to in Article 35.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to Article 12.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.

- (d) Any redistribution of hours as a result of the operation of Article 12.15 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 12.15 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 12.15 shall be provided to the Local forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 12.15 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 12.15 shall not be considered a violation of Articles 12: Promotions, Transfers & Vacancies; 13: Layoff and Recall; 28: Part-time, Temporary and Casual Employees; or 35: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 12: Promotions, Transfers & Vacancies and Article 13: Layoff and Recall in circumstances where a position of greater than .42 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 12: and 13: of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 12.15(b)(iii) apply.

ARTICLE 13: LAYOFF AND RECALL

- 13.01
- (a) For the purposes of Article 13: "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, including the administrative and operational complexities arising out of the application of this Article. 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 Local a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to four (4) weeks 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 within the bargaining unit for which the Employee has the ability to perform the work;
 - (ii) at the Employee's option, take a position which is vacant within the bargaining unit 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 Local of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: 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 48 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of 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 she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

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.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

13.06 No new Employees shall be hired within the bargaining unit 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) Employees affected by the layoff may elect to maintain coverage of contributory plans specified in Article 19.01, subject to the insurers eligibility and other requirements, and provided the Employee make prior arrangements to pay the full premium costs, except that until the end of the first full calendar month of layoff, the Employee shall remain enrolled in all current benefit plans, and the entire costs of the coverages shall be paid by the Employer. 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: 12: and 35.
- (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 pre-payment of certain contributory benefit premiums and 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 Local 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 13.09(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 Local 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 AND PRECEPTOR PAY

14.01 Charge Pay

When the Director of Care is unavailable, the Employer shall designate an Employee to be in charge of the facility, and such Employee shall be paid an additional two dollar and fifty cents (\$2.50) per hour.

14.02 Preceptor Pay

- (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 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:

- (a) “vacation” means annual vacation with pay; based on regular wages earned during the preceding vacation year.
- (b) “vacation year” means the 26 pay periods commencing on the 1st pay period of April and concluding 26 pay periods following.

15.02 Vacation Entitlement

- (a) (i) on completion of 1 vacation year of employment, an Employee earns a vacation of 15 working days;

- (ii) on completion of 2 vacation years of employment, an Employee earns a vacation of 20 working days;
 - (iii) on completion of 10 vacation years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iv) on completion of 20 vacation years and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) *Employee with Less than a Year of Service*

An Employee who has less than one (1) year of service 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.

15.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by February 1st of each year. 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. An Employee shall submit their vacation preference entitlement by March 1 of that year. Where an Employee submits their vacation preference by March 1 of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 1 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 1st for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
 - (iii) There will be no carry over of vacation from one vacation year to the next, nor shall vacation from one year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.

- (c) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid 2X her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

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 scheduled pay period 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;
- (ii) The Government of Canada;

- (iii) 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 her or his scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (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;
- (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 shall be paid for all hours worked on the Named Holiday at 2X the Employee’s Basic Rate of Pay plus an alternate day off at a mutually agreed time;
- (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 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 will be added to the vacation period, and the Employee shall be paid at the Basic Rate of Pay.

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) An Employee shall be granted either Christmas Day or New Years Day off in the fiscal Year. She or he will not be obliged to work both.

(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 she or he will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) An Employee granted New Year's Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where she or he shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

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

ARTICLE 17: SICK LEAVE

17.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.

17.02 An Employee shall be allowed a credit for sick leave computed from the date of regular employment at the rate of 1½ 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 (a) 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.
- (b) Sick leave shall not accrue during periods of probation, illness, injury, layoff, leaves of absence or periods while in receipt of compensation from the Workers Compensation Board.
- 17.06 Sick leave shall be granted in the event an Employee was admitted to a hospital:
- (a) during her or his vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or
- (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.
- 17.07 An Employee who does not qualify for LTD benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 12 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 her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence.
- If the Employee does not return in the allotted time, the Employer has the option of terminating the Employee or retaining the Employee for another period of not longer than 12 months.
- 17.08 Sick leave credits shall not accumulate during periods of illness or injury.
- 17.09 (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, casual employment shall apply. The Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (ii) Where a Casual Employee in Article 28.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have his or her frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- (iii) Where an Employee terminates their employment with the Employer, and within six (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 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (iv) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a regular or temporary position with an Employer which 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.

17.11 If a Regular 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 may be charged against their accumulated sick-leave. Employees may be required to submit satisfactory proof of appointments.

ARTICLE 18: WORKERS' COMPENSATION

18.01 Workers Compensation Board Coverage will be provided by the Employer for an Employee. Payment to Employees shall be allocated from Workers Compensation Board directly.

- 18.02 Employees shall not be paid sick leave benefits when they are drawing Worker's Compensation. An Employee absent on Worker's Compensation for a period in excess of 30 calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 18.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers Compensation.
- 18.04 (a) 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 capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
- (b) 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: and, 12: and 35: Extended Work Day.

ARTICLE 19: EMPLOYEE BENEFITS

- 19.01 The Employer shall provide the following group plans, subject to the enrolment and other requirements of the insurer:
- (a) Supplementary Health Benefits Plan inclusive of:
- (i) vision care coverage providing for annual eye exams and up to \$200 every two (2) years per person for prescription vision care.
- (ii) 100% coverage for all eligible drugs, hospital benefits, extended health as itemized per plan.
- (b) Alberta Health Care Insurance Plan;
- (c) Basic Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
- (d) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
- (e) Effective October 1 2016, 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.);

- (f) 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); and
- (g) Effective October 1, 2017, Dental Benefits Plan or equivalent, inclusive of 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 providers Usual and Customary Fee Guide. A maximum annual reimbursement of \$1,500 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$1,500 per insured person.

19.02 Where the benefits specified in Article 19.01 are provided through administrative or insurance contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

19.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee. The premiums for benefits listed in 19.01 (f) shall be 100% Employee paid.

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

19.05 The Employer shall:

- (a) provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 19.01.

19.06 Such coverage shall be provided to regular full-time and part-time employees with a full-time equivalency of point four two (.42) or more after the completion of the probationary period and Temporary Employees.

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 Articles 20.04 and 20.05 where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 19: 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.

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. Employees may be required to use up accumulated vacation entitlement prior to their leave of absence.

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, 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) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI Sub plan benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) 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.

20.05 **Adoption/Paternity Leave**

- (a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to 6 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 the leave commenced.

- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity 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/paternity leave provided that the Employee makes arrangements to prepay their share of the premium prior to commencement of the adoption/paternity 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 12 months of such period of leave.
- (b) 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 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 Regular 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 and family responsibilities, that require the Employees attention, which may include attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied.
- (b) If Regular 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 (a) Terminal Care Leave

An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to three (3) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care 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.

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 Local 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 Local 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 Local forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within 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 An Employee who has been subject to disciplinary action may, after 18 months 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.

- 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 Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 21.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 21.09 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.
- 21.11 For the purpose of Articles 21.01, 21.02, 21.03 and 21.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16.

ARTICLE 22: NO STRIKE OR LOCKOUT

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

ARTICLE 23: SALARIES

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

- 23.02 (a) Upon obtaining designation as a Registered Nurse, Registered Psychiatric Nurse or Licensed Practical Nurse as defined in Article 2.06, 2.07, 2.09;
- (i) a newly graduated nurse shall be paid the rate applicable to its designation upon the date verification was submitted to the Employer, retroactive to the date of successfully writing her or his registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a nurse who is not registered on her or his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a 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 of Association of Licensed Practical Nurses of Alberta (CLPNA), a Temporary Permit Holder:
- (i) a newly graduated nurse shall be paid the rate applicable to a of Licensed Practical Nurse, retroactive to the date of successfully writing her or his registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a nurse who is not registered on her or his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a of Licensed Practical 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.
- 23.03 Where the Employer has in place a system of direct depositing pay cheques in a bank on behalf of Employees, and direct email of slip, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.
- 23.05 The Employee's payroll slip shall display the purpose and amount of each item of income. The Employee's payroll slip shall display the purpose and amount of each deduction as well as accumulated sick time and vacation.

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 institution.

Course/Certificate	Hourly Allowance
Baccalaureate Degree (Effective September 19, 2015)	\$1.25
(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: a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College and Association of Registered Nurses (CARNA) or International Qualifications Assessment Service (IQAS).	

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 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 \$3.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours;
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.

- (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$4.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (c) No Employee shall receive payment under Articles 28.01(a) and 28.01(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 Shift falls commencing at 2300 hours on a Friday and ending 0700 on Monday;
- (b) to Employees working each regularly scheduled hour worked after 2300 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 2300 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 2300 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

- 27.01 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP).
- (b) Effective date of ratification, effective on the Employee's date of enrollment, a Regular Employee with a full-time equivalency of point four two (.42) shall have the right to contribute up to 2% of his or her regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.

Effective date of October 1, 2017, effective on the Employee's date of enrollment, a Regular Employee with a full-time equivalency of point four two (.42) shall have the right to contribute up to 3% of his or her regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.

- (c) "Earnings" as defined in Article 27.03(b) above, will include WCB earnings paid by SCV until such time that the Employee exhausts his or her sick leave credits and is deemed to be on sick leave without pay.

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.

Article 7: Hours of Work and Scheduling Provisions

- (a) Amend Article 7.01(a) to read:

- (28.01 a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) 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.

- (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 1 1/2X the applicable basic hourly rate for work performed.

Part-time and casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work.

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

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

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) 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 six (6) 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 provided not more than one (1) hour is worked on the Sunday. 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.

- (v) Where possible, one (1) weekend in four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.

(c) Vacation with Pay

Amend Article 15.02 to read:

15.02 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 7.04;
- (iii) hours worked on a Named Holiday to a maximum of 7.75 hours;
- (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;
- (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits; and
- (vi) regularly scheduled hours during the first 24 months of any period where the Employee is in receipt of Workers’ Compensation benefits.

- (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 15.02	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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- (a) 6% on completion of 1 vacation year of employment;
- (b) 8% on completion of 2 vacation years of employment;
- (c) 10% on completion of 6 vacation years of employment;
- (d) 12% on completion of 20 vacation years of employment.
- (e) An Employee with less than one (1) year of service shall be entitled to a the rate of 5/6th days per months worked based on FTE.
- (f) 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 his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(d) Named Holidays

Amend Article 16.01 to read: Named Holidays

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

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 all hours worked by the part-time Employee in relation to the

regularly scheduled hours for a full-time Employee work performed up to 7.75 hours.

- (b) Notwithstanding Article 16.02(a), a Part-time Employee required to work on Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.
- (c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on 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 18.03(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 18.03(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) Sick Leave

Amend Article 17.02 to read: Sick Leave

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**

- (i) 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
 - Article 18: Workers' Compensation
 - Article 19: Employee Benefits
 - Article 20: Leaves of Absence, and
 - Article 27: Pension Plans
- (ii) Hours of Work
- (a) 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 fourteen (14) calendar days.

- (b) 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.
- (c) Where a Casual or Temporary Employee is regularly scheduled under the provisions of Article 2.03(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (d)
 - (i) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay.
 - (ii) 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.
 - (iii) No Employee shall receive payment for Article 28.03(d)(i) and Article 28.03(d)(ii) concurrently.
- (e) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work.
- (iii) Vacation
 - (a) Casual and Temporary Employees shall be paid 4%, in lieu of vacation, in addition to their Basic Rate of Pay, a sum equal to:
 - (i) 6% on completion of 1 vacation year of employment;
 - (ii) 8% on completion of 2 vacation years of employment;
 - (iii) 10% on completion of 10 vacation years of employment;
 - (iv) 12% on completion of 20 vacation years of employment.
 - (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.
- (iv) Named Holidays
 - (a) Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

- (b) A Casual or Temporary 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.
- (c) Notwithstanding Article 16.02(a), a Casual Employee required to work on Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.
- (d) 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 Christmas Day 3X their Basic Rate of Pay.
- (v) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (vi) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 29: COPIES OF COLLECTIVE AGREEMENT

- 29.01 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 and each Employee shall receive a copy.
- 29.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 30: GRIEVANCE PROCEDURE

30.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Local 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 Local except where an alternate person is specified in advance by the Local in writing.

- (b) Any notice or advice which the Union or Local 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 her or his designate.

30.02 Definition of Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16.
- (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.

30.03 Dispute Between the Employer and the Employee(s)

- (a) Step 1 (Department Supervisor and Employee) – Initial Discussion

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

- (b) Step 2 (Department Manager) – Submission of Grievance

The grievance shall be submitted in writing to the Department Manager or equivalent, with a copy of the grievance sent to the Department Manager, within 10 days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Employer shall be communicated in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

- (c) Step 3 (Resolution Meeting)

The Parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted at Step 2. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within seven (7) days of the meeting. 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.

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

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

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

30.04 Disputes Affecting More Than One Employee

If a dispute directly affects two (2) or more Employees, it may be initiated under Article 30.03 (b).

30.05 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 30.03 (b).

30.06 Mediation

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

30.11 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing to its intention to do so; and
 - (i) name its appointee to the Arbitration Board; or
 - (ii) state its desire to meet to consider the appointment of a single arbitrator.
- (b) Within 10 days after receipt of notification provided for in Article 30.11 above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to an Arbitration Board; or;
 - (ii) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the parties, they shall, within ten (10) days, endeavor to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Medication Services for the Province of Alberta to appoint a chairperson.
- (d) After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of the Collective Agreement; however, where a Board of Arbitration or an Arbitrator may make such decision as in the circumstances it may deem just and equitable, and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question. The arbitration decision shall be binding on both parties. Only matters of grievances relating to the interpretation, application and administration and alleged violation of this Agreement, and including any questions as to whether a matter is arbitrable, shall be arbitrable.
- (f) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be born equally by the two (2) parties to the dispute.

- (g) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- (h) 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.
- (i) Notwithstanding the submission of a grievance to arbitration, the Employer and the Union shall be at liberty to discuss the grievance and may settle and may determine the same as they may mutually agree.

ARTICLE 31: TECHNOLOGICAL CHANGE

31.01 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 Local 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 32: OCCUPATIONAL HEALTH AND SAFETY

32.01 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*.

32.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local Union and may include others representing recognized functional bargaining units. This Committee shall meet as posted 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 Local, 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 Local may make recommendations to the Employer in that regard.
 - (d) If an issue arises regarding occupational health or safety, the Employee or the Local 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 Local may make recommendations to the Employer in that regard.
 - (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 his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
- 32.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 32.04
- (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.
- 32.05 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.
- 32.06
- (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.
- 32.07 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.

32.08 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 Local.

ARTICLE 33: PROFESSIONAL DEVELOPMENT

33.01 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.

33.02 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-house in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The

23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.02(a) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in-service on prevention and management of staff abuse.

33.03 Professional Development Days

Upon request, and based on operation requirements, 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.

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

33.04 Nursing Journals

The Employer shall make available at each unit current nursing journals.

33.05 Travel

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

33.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$150 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 or Local business;
- (ii) Other leaves of absence of one (1) month or less;
- (iii) Time on sick leave with pay;
- (iv) Absences while receiving Worker's Compensation; and
- (v) Educational leave up to 12 months.

(c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:

- (i) The College and Association of Registered Nurses of Alberta (CARNA);

- (ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA);
- (iii) The College of Licensed Practical Nurses of Alberta (CLPNA);
- (iv) Any alternative Professional College acceptable to the Employer.

ARTICLE 34: PROFESSIONAL RESPONSIBILITY

- 34.01
- (a) A Professional Responsibility Committee (Committee) shall be established with up to three (3) Employees elected by the Local and up to three (3) representatives of the Employer. Alternate representatives may be designated from the same group.
 - (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.
 - (c) 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 patient/resident/client care.
 - (d) 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.
 - (e) Where an issue is specific to one (1) unit, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
 - (f) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
 - (g) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present their complaint to an arbitration board in accordance with Article 30.11. Notwithstanding Article 30.11 (e), such Board shall have full authority to rule on the matter and the decision shall be binding on the parties.
 - (h) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.

- (i) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

ARTICLE 35: EXTENDED WORK DAY

35.01 (a) Where the Employer and the Local agree to implement a system employing extended working days and a resultant compressed work week, they shall evidence such agreement by signing a document indicating:

- (i) applicable nursing unit;
- (ii) applicable positions; and

Such list may be amended from time to time by agreement of the Employer and the Local.

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks notice in writing of such intent.
- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 28.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.
- (d) The Employer, the Union and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- (e) Where a Part-time and Casual Employee volunteers or agrees, when requested, to work an extended work day 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 11.25 hours in a day.

35.02 **Hours Extended Work Day**

(A) Amend Article 7.01(a) to read:

- 7.01 (a) Regular hours of work for Full-Time & Part Time Employees, exclusive of meal periods, shall:

- (i) be a consecutive time period of 11.25 hours per day;
- (ii) be 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

(B) Amend Article 7.01(b) to read:

7.01 (b) Regular hours of work shall be deemed to:

- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, one (1) meal period of 45 minutes

(C) Amend Article 7.02(d) to read:

7.02 (d) The Shift patterns which may be available are:

- (i) permanent days;
- (ii) permanent nights (only by request of Employee);
- (iii) nights and days rotation.

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

The Employer shall endeavor to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(iii) which begins with night Shifts. Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

(D) Amend Article 7.02(e) to read:

7.02 (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.

(E) Amend Article 7.02(g) to read:

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two (2) consecutive days of rest per week;
 - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours.
 - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
 - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(F) Amend Article 28.01(a): 7.01(a)(i) to read:

- | | | |
|----------|------------|--|
| 28.01(a) | 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 shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule. |
|----------|------------|--|

ARTICLE 36: JOB DESCRIPTION AND CLASSIFICATION

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 Local upon request, and whenever changes are made.

ARTICLE 37: MODIFIED HOURS OF WORK

37.01 (a) Where the Employer and the Local agree to implement a system employing A combination of extended working days and a regular working days, they shall evidence such agreement by signing a document indicating:

- (i) applicable nursing unit;
- (ii) applicable positions; and

Such list may be amended from time to time by agreement of the Employer and the Local.

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks notice in writing of such intent.
- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 28.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.
- (d) The Employer, the Union and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

37.02 Amend Article 7.02 (g), 28.01 (b)(i): and 35.02; 7.02(g)

- 7.02 (g) (i) at least 22.5 hours off duty on a shift changeover between shifts;
- (ii) at least (2) consecutive days of rest per week;
- (iii) days of rest on at least two (2) weekends in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty.
- (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.

37.03 Amend Article 7.01 (a) and 35.07: 7.01 (a) as follows:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) either 7.75 consecutive hours per day or 11.25 consecutive hours per day: and
 - (ii) 38.75 hours per week averaged over one (1) complete cycle of the Shift Schedule.

37.04 Amend Article 28.01 (a): 7.01 (a) (i) and 35.02: as follows:

- 7.01 (a) 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 11.25 hours per day, and in any event shall be less than 38.75 hours per week averaged over one (1) complete cycle of the Shift Schedule.

ARTICLE 38: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

- 38.01 The 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. Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

LETTER OF UNDERSTANDING #1

RE: LUMP SUM PAYMENTS

1. 2015-2016 Lump Sum Payments

- (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-time Employees.
- (b) For Part-time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between September 19, 2015 to September 30, 2016 to full-time hours of work to a maximum of \$1,000.
- (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers’ Compensation; and
 - (v) Educational leave up to 24 months.
- (d) The Employer shall pay the lump sum semi-annually, with half being paid on the first pay day following the pay period which includes September 30, and half being paid on the first pay day following the pay period which includes March 31.
- (e) Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
- (g) All amounts are subject to applicable deductions.
- (h) Such lump sum payments shall not be pensionable.

LETTER OF UNDERSTANDING #2

RE: PROMOTIONS, TRANSFERS & VACANCIES

1. Within sixty (60) days of the Ratification Date, each Employee shall receive a letter of hire from the Employer which will include:
 - (a) the items listed under Article 12.10;
 - (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay;
 - (c) seniority date;
 - (d) vacation anniversary date; and
 - (e) vacation and sick leave entitlement level.

2. Each Employee shall have sixty (60) consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement, the Employee shall have the right to grieve in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING #3

RE: LUMP SUM PAYMENTS

1. Within 30 days after October 31, 2016 a lump sum payment equal to the baccalaureate allowance of \$1.25 will be paid to each Registered Nurse without baccalaureate degree for each hour paid between September 28, 2015 inclusive of September 30, 2016 upon date of ratification.
2. 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 90 calendar days of the signing of the Agreement.

SALARY APPENDIX

Registered Practical Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
September 19, 2015	\$25.93	\$27.06	\$28.13	\$29.23	\$30.33	\$31.38	\$32.65	\$33.95	

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
September 19, 2015	\$32.74	\$33.75	\$34.46	\$35.08	\$35.64	\$36.39	\$37.55	\$38.63	\$39.99
October 1, 2016	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19

**Registered Nurse
Registered Psychiatric Nurse**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
September 19, 2015	\$35.78	\$37.16	\$38.54	\$39.91	\$41.30	\$42.66	\$44.04	\$45.35	\$46.96
October 1, 2016	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37

NOTE: Effective September 19, 2015, Salary Appendix for LPNs will be the April 1, 2015 rate for LPNs in the AHS/AUPE Collective Agreement.

Effective October 1, 2016, Salary Appendix for LPNs will be the April 1, 2016 rate for LPNs in the AHS/AUPE Collective Agreement.

Effective October 1, 2017, Salary Appendix for LPNs will be the April 1, 2017 rate for LPNs in the AHS/AUPE Collective Agreement.

Effective October 1, 2017, Salary Appendix for Graduate Nurses will be the April 1, 2015 rate for Graduate Nurses in the AHS/AUPE Collective Agreement.

Effective October 1, 2017, Salary Appendix for Registered Nurses and Registered Psychiatric Nurses will be the April 1, 2017 rate for Registered Nurses and Registered Psychiatric Nurses in the AHS/AUPE Collective Agreement.

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: _____