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UNIVERSITIES OF ALBERTA

AND THE

**COUNCIL OF TEACHING HOSPITALS
OF ALBERTA**

FOR THE PERIOD

APRIL 1, 1994 - MARCH 31, 1996

0994401

MAY - 9 1996





**UNITED NURSES
OF ALBERTA**

425-1025 (Edmonton)
1-800-252-9394 (Edmonton WATS)
237-2377 (Calgary)
1-800-661-1802 (Calgary WATS)

COTHA



Council Of Teaching Hospitals Of Alberta

498-8400 (Edmonton)

COLLECTIVE AGREEMENT

BINDING THE

UNITED NURSES OF ALBERTA

AND THE

COUNCIL OF TEACHING HOSPITALS OF ALBERTA

FOR THE PERIOD

APRIL 1, 1994 - MARCH 31, 1996

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COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 1994.

BETWEEN

(hereinafter referred to as the "Employer")

AND

(hereinafter referred to as the "Union")

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to provide quality patient 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 are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for nurses;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the United Nurses of Alberta and the COHA exchange notice of ratification by their principals of the terms of this Agreement, up to and including March 31 1996, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

- 1.02 This Collective Agreement shall continue in force and effect until a **new** Collective Agreement **has** been executed or until the right to strike or lockout **arises**.

ARTICLE 2: DEFINITIONS

- 2.01 “Act” means the Labour Relations Code S.A. 1988, c.L-1.2 **as** amended from time to ~~time~~, or the Public Service Employee Relations Act R.S.A. 1980, c.P-33, as amended from time to time, **as** the case requires.
- 2.02 “Administrator” shall mean the Chief Executive ~~Officer~~ of the Institution, ~~or~~ her designate.
- 2.03 “Ambulance” shall include any vehicle or conveyance used for ambulance duty.
- 2.04 “~~Arbitration~~” and “Adjudication” shall take meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word “Arbitration” is used, it shall be deemed to mean “Adjudication”, where applicable.
- 2.05 “Basic rate of pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but **exclusive** of all other allowances and premium payments.
- 2.06 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. **At** the time of hire each Employee shall be assigned by **the** Employer to one of the following categories: full-time, part-time, 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 30.05(a); or
 - (ii) is regularly scheduled for a period of **three** (3) months or less for a specific job: or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are **three** (3) months or less.
- (c) "Temporary Employee" is one who is hired on a temporary basis for **a** full-time or part-time position:
- (i) for a specific job **of** more than three (3) months but less **than six** (6) 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.

2.07 "Employer" shall mean and include such **persons as** may, from time **to** time, be appointed or designated to carry **out** administrative duties in respect of the operation and management of the Institution.

2.08 (a) "Certified Graduate Nurse" means **a** person whose name is in the Certified Graduate **Nurses** Roster and who holds **an** annual or temporary permit pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and Regulations.

- (b) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the Health Disciplines Act (Alberta) and Regulations.
- (c) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.

- 2.09 “Institution” means the health facility named as the “Employer” in this Agreement.
- 2.10 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and who holds an annual certificate.
- 2.11 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Disciplines Act (Alberta) and who holds an annual certificate.
- 2.12 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.13 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.14 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.15 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.16 “Cycle of the Shift Schedule” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.

ARTICLE 3: RECOGNITION

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- 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 or the Public Service Employee Relations Board and amendments thereto.
- 3.02 Where voluntary recognition exists, the Employer recognizes the Union as the exclusive bargaining agent for all Employees engaged in direct nursing care or instruction therein except as has otherwise been agreed between them in practice or in writing or as may be agreed between them in writing hereafter.
- 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.

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 of the Institution 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.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 2
- 5.01** The Employer shall deduct from the gross earnings (exclusive of ~~Short-Term~~ and ~~Long-Term~~ Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues **as** advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the **amounts** of union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- 5.02** The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03** In Institutions where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 above may be taken and submitted more frequently ~~than~~ once per month **and pro-rated to** the monthly dues level.
- 5.04** **The** Employer shall provide a bulletin board in a reasonably accessible ~~location~~ for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is **a** considerable geographic separation between buildings in which patient **care** is provided. In addition, and where mutually agreed, space will **be provided on** other existing bulletin boards. The Employer reserves the right to **require that** posted material damaging to ~~the~~ Employer be removed.

- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars or for Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
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7/1 (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
- (c) All such leave shall be without pay.

ARTICLE 6: NO DISCRIMINATION 7/1

- 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, national origin, political or religious belief, sex, sexual preference, marital status, physical 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.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

(a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:

- 37
/ 36.50
- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.

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

- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer: or
- (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours: and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.

- (d) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
- (i) for a rest period, at two times (2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at two times (2X) her basic rate of pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.
- (e) Full-time instructors may work flexible hours by agreement between the Instructor and the Employer.
- (f) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 *Shift Schedules*

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7 or Article 37.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 7.02(a).
- (d) The shift patterns which may be available are:
 - (i) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation)
 - (ii) Permanent days
 - (iii) Permanent evenings (only by request of Employee)
 - (iv) Permanent nights (only by request of Employee)
 - (v) Evenings and days rotation
 - (vi) Nights and evenings (only by request of Employee)
 - (vii) Nights and days rotation
- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than fourteen (14) calendar days per year.
- (f) Employees working shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least ~~two-fifths~~ (2/5) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the

shift schedule. Scheduled days of **rest** shall not be considered as day duty for the purpose of applying this provision.

- (g) Except in cases **of** emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five **(15.5)** hours off duty between **shifts**;
 - (ii) at least two (2) consecutive **days** of rest;
 - (iii) days of rest on one-half (1/2) of **the** weekends averaged over one (1) complete cycle of the shift schedule, provided **that an** Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring **a** minimum of fifty-six **(56)** hours **off** duty;
 - (iv) not more than six **(6)** consecutive scheduled days of work.
- (h) Two **(2)** optional scheduling systems **are** available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where **an option** is applied, **the** relevant provisions of Article 7.02(g) shall **be** amended as follows:

OPTION I

- 7.02 (g) (i)** at least fifteen point five **(15.5)** hours **off** duty between **shifts**;
- (ii) at least two (2) consecutive days of **rest**;
 - (iii) days of rest on alternate weekends. One (1) weekend in each **four (4)** week period shall be an extended weekend. "Weekend" shall mean **a** Saturday and the following Sunday, assuring **a** minimum of

fifty-six **(56)** hours **off** duty, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five **(79.75)** hours **off** duty;

- (iv) not more than seven **(7)** consecutive scheduled days of **work to occur** not more than once in a four **(4)** **week** cycle.

OPTION II

7.02 (g) (i) ~~at~~ least fifteen point five **(15.5)** hours **off** duty between shifts;

- (ii) at least two **(2)** consecutive days of rest;

- (iii) days of rest on ~~three~~ **(3)** weekends in a **six (6)** week period, one of which shall be an **extended weekend**. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six **(56)** hours **off** duty, and “**Extended Weekend**” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five **(79.75)** **hours off** duty;

- (iv) not more than seven **(7)** consecutive scheduled days of **work to occur** not more than **twice** in a six **(6)** week cycle.

- (i) Violation of any provision of Article **7.02(g)** or **7.02(h)** shall result in payment to each affected Employee **at two** times ~~(2X)~~ her basic rate of pay for all regular hours worked during the **period of** violation.

7.03 Schedule Posting

~~Shift~~ schedules shall be posted twelve (12) weeks in advance.

7.04 *Schedule Changes*

- (a) If in ~~the~~ course of a posted schedule the Employer changes an Employee's scheduled days ~~off~~, she shall be paid at ~~the~~ rate of two ~~times~~ (2X) her basic rate of pay for all hours worked ~~on~~ what would otherwise have been her off-duty days, unless fourteen (14) days notice of such change has ~~been~~ given. The Employee shall be notified of the change ~~in~~ the schedule and such change shall be recorded ~~on~~ the shift schedule.
- (b) If, in the course of ~~a~~ posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the ~~rate~~ of two times (2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) ~~days~~ notice ~~of~~ such change has been given. The Employee shall be notified of the change in the schedule and such change shall be recorded on the shift schedule.

7.05 *Employee Shift Exchange*

- (a) Employees may exchange ~~shifts~~ among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has ~~been~~ given by the Employees immediate supervisor; and
 - (iii) where ~~a~~ request for approval is made in writing, ~~the~~ Employer's reply shall ~~also~~ be in writing.
- (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.

7.06 *Reporting Pay*

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In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's basic rate of pay.

ARTICLES OVERTIME

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8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.

(b) The Employer shall designate an individual on the Hospital premises 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 the last day of March 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, on each nursing unit, overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

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

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

ARTICLE 9: ON-CALL DUTY/CALL BACK

9.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.

9.02 (a) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period. The duty roster for "on-call duty" shall be posted in advance for the period specified in Article 7.03.

(b) Where there are Employees working on a ward or unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.

(c) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).

9.03 The Employer shall pay one dollar and seventy-five cents (\$1.75) per hour to an Employee who is assigned on-call duty on a regular work day, and two dollars and twenty-five cents (\$2.25) per hour to an Employee who is assigned on-call duty on her days of rest or Named Holiday.

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9.04 (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for

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all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. **An** Employee called back to duty will be permitted to leave the Institution upon completion of **the procedure** for which she **was called** back. However, any further requests for procedures received by **an** Employee prior to leaving the Institution following completion of the work required **on** the initial call shall be considered one call for the **purpose** of determining call-back pay.

- (b) When a regular or temporary Employee who has not been assigned "on-call duty", is called and required to report for **work**, she shall be deemed to be **working** overtime **and** shall be paid for all hours worked or for three (3) hours, whichever is the longer, **at** the overtime rate.

9.05 When an Employee is required to be on-call and there is an existing paging system used by the Employer, the Employee shall be supplied with a pocket pager at **no** cost. The pager shall remain the **property** of the Employer.

9.06 Call-back compensation may be taken **in** pay or in time **off** in accordance with the provisions of Article 8.01.

ARTICLE 10: TRANSPORTATION

10.01 An Employee who is called back **to** the Institution pursuant **to** the provisions of Article 9, shall be reimbursed for reasonable, **necessary and** substantiated transportation expense **and**, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (~~28¢~~) per kilometer from the Employee's residence **to** the Institution and return.

10.02 An Employee **who** normally travels from the Institution **to** her place of residence by means of public transportation following the completion of **her shift** but who is prevented from doing **so by** being required to remain on duty longer **than** her regular shift and past the time when normal public

transportation is available, **shall** be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Institution to her place of residence.

- 10.03 When **an** Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed pursuant to Article 10.01.

ARTICLE 11: PROBATIONARY PERIOD

11.01 A new Employee shall serve a probationary period of five hundred and three point-seven-five ⁸~~(503.75)~~ ²⁰⁶⁵ hours worked. If a new Employee **is** unsuitable **in the opinion of the** Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.

11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee at least **once** during her probationary **period** and again prior to the completion of her probationary period.

11.03 **The** Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) shifts of patient care shall be under guidance **or** supervision. Where the Employee will be **on** rotating shifts, the first four (4) shifts shall be day **shifts** and the Employee's first shift on evenings and nights shall be under guidance or supervision.

ARTICLE 12: SENIORITY

12.01 (a) An Employee's "Seniority Date" shall be the date on which a **regular** or temporary Employee's **Continuous** service in the Institution's employ commenced, including all prior periods of service as a casual, **temporary** or regular **Employee** contiguous to present regular or temporary employment.

(b) Seniority **shall** not apply during the probationary **period**; however, once the probationary period has been

completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).

12.02 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) preference of available shift schedules, subject to the provisions of Article 7.

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

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

12.04 ***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 15.01(a) or 15.02(b).

(b) ***Contents of Seniority Lists***

Two (2) separate lists shall be provided to the **Union**. The seniority list shall contain the name and seniority date of each regular and temporary Employee in chronological **order**. A **secondary** list shall identify the **name** and **seniority** date of each regular and temporary Employee, grouped according to their **ward** or unit, if the Employer has more **than** one ward or **unit**.

(c) Correction of *Seniority Lists*

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

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a casual Employee.

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

ARTICLE 13: EVALUATIONS

13.01 (a) Each Employee shall receive a yearly evaluation in accordance with accreditation guidelines.

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

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

(b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of her evaluation document. The contents of her personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign her evaluation for the sole purpose of indicating that she is aware of the evaluation and shall have the right to

respond, in writing, within seven (7) days of the interview and her reply shall be attached to her evaluation and placed in her personnel file.

- 13.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her personnel file at the time she views her file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided her request is reasonable in the circumstances and she makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

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

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies for full-time and part-time positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.

- (d) A notice of vacancy shall specify the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of ~~work~~ for the position. For information purposes only, the current shift pattern and commencement date for the position shall also be specified on the notice of vacancy.

14.02 (a) A vacancy resulting from either:

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- (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 14.01.
- (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 14.02(a), the Employer decides that the incumbent Employee is no longer required ~~to~~ continue in that position, ~~she~~ shall be reinstated or placed in accordance with the ~~terms~~ of Article 14.07. A ~~regular~~ Employee achieving a temporary position shall maintain her ~~status as~~ a ~~regular~~ Employee.
- (c) Where such a ~~vacancy~~ has been filled by the appointment of a casual Employee, and where, at the completion of the ~~term~~ expressed in Article 14.02(a), the Employer decides that ~~the~~ incumbent Employee is ~~no~~ longer required to continue in that position, she shall resume the normal ~~terms~~ and conditions of employment as a casual Employee and the provisions of Article 30.05(b) shall no longer apply. A casual Employee achieving a temporary position pursuant to this provision shall maintain her status as a casual Employee.

(d) During **the term** of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

(i) Such Employee **shall** be eligible to apply on postings of vacancies pursuant to Article 14.01(a),

(ii) Such Employee shall not be eligible to apply on **postings** of vacancies pursuant to Article 14.02(a), unless the position **posted** commences **after** the expiry of **the term** for which she **was** hired.

14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.

14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are **considered** by the Employer to be relatively equal, seniority shall be the deciding factor.

14.05 The name of the Employee who is appointed to fill the transfer, promotion **and/or** vacancy **shall** be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. **All** other applicants for the transfer, promotion **and/or** vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.

14.06 When **an** Employee is promoted **from** one classification to another, the **salary of** such promoted Employee shall be **advanced** to **that** step in the **salary** scale which will grant her a minimum hourly increase in **the** amount of **the** differential between the **beginning rate** of her present classification and the **beginning rate** of the classification to which she has been promoted.

14.07 (a) The transferred or promoted Employee will be given a **trial** period of **three** hundred and twenty-five and one-half

(325 1/2) hours worked in which **to** demonstrate her ability to perform the new assignment satisfactorily.

- (b) The Employer shall provide **an** evaluation of **the** Employee prior to the completion of the trial period.
- (c) Should **the** Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in her former position or, if such reinstatement **is** not possible, place her in **another** suitable position. Such reinstatement or placement shall be **at** not less **than** the rate of **pay to** which she would be entitled had she remained in her former position.
- (d) When **the** Employer reinstates **an** Employee in her former position or places her in another suitable position, the vacancy in which the Employee is being placed **shall not be** subject to the provisions of Articles 14.01 to 14.05 inclusive.
- (e) A reinstatement or placement of **an** Employee in accordance with Article 14.07(c) shall not be construed **as** a violation of the scheduling provisions of Article 7.
- (f) A transferred Employee's **first three (3) shifts** of patient care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating shifts, the first two (2) shifts shall be day shifts, **and** in addition the Employee's first shift on evenings or nights shall be under guidance **or** supervision.

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

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

ARTICLE 15: LAYOFF AND RECALL

15.01 Notice

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- (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 who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) 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**, fourteen (14) calendar days **notice** is not required but up to two (2) weeks pay in lieu thereof **shall** be paid to affected Employees.

15.02 (a) Subject to the provisions of Article 15.02(b), layoff shall occur in reverse order of seniority.

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

15.03 Displacement

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

15.03(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of her position or displacement, advise the Employer, in writing, of her decision, including the name of the Employee she wishes to displace or the vacant position she wishes to take. Where the Employee fails to exercise such right within the specified time limit, she shall be deemed to have waived her right to displace another Employee or take a vacant position and the Employer shall:

(i) place her in any available vacant position of the Employer's choice for which she has the ability to perform the work; or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

(c) Where an Employee with less than twenty-four (24) months of seniority has her position eliminated or is displaced in accordance with this Article, the Employer shall:

(i) assign the Employee to any available position which is vacant and for which she has the ability to perform the work; or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

(d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she is employed exceeds that of the Employee.

15.04 Recalls

(a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can

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perform the required work satisfactorily. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.

- (b) When the work period is for a shorter duration, the Employer shall 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 fourteen (14) calendar days or less without adversely affecting her recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent 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.

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

15.06 Benefits

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- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of one (1) months premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.07 Application of Collective Agreement

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7, 9, 14 and 37.

- (b) ~~Where an~~ Employee works while on layoff in accordance with ~~Article 15.04~~, the provisions ~~of the Collective Agreement~~ applicable ~~to~~ a casual Employee shall apply.
- (c) Should an Employee be affected pursuant ~~to~~ Article 15.01(a) while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall be served with notice under Article 15.01 after she has advised the Employer of her readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and ~~rights~~ and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right ~~to~~ recall.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY

16.01 Charge ~~Pay~~

- (a) The Employer shall designate a person to be in charge of a ~~ward~~ or unit. Where such person is absent from the ward ~~or~~ unit for a consecutive ~~time~~ period of two (2) hours or more, ~~an~~ alternate will be designated in charge.
- (b) ~~When an~~ Employee who holds the position of a Staff Nurse is designated in charge of a ward or unit, such Employee shall be paid ~~an~~ additional one dollar and twenty-five cents (**\$1.25**) per hour.

- 16.02 (a) When an Employee is assigned ~~to~~ replace another Employee in a higher paid classification for one (1) full shift or longer, she ~~shall~~ be paid ~~an~~ additional amount equal ~~to~~ the differential between the beginning rate for the Employee's classification and ~~the~~ beginning ~~rate~~ for the more senior classification in which the Employee is relieving.
- (b) When an Employee is assigned ~~to~~ replace another ~~person~~ in an out-of-scope position ~~at~~ a more senior level for one (1) full shift or longer, she shall be paid an additional one dollar and fifty cents (**\$1.50**) per hour.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article:

- (a) "vacation" **means** annual vacation with pay;
- (b) "vacation year" means the twelve (12) month **period** commencing on the first (**1st**) day of _____ in each calendar year and concluding on the last day of _____ of the following calendar year;
- (c) "date of employment" means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (**15th**) days inclusive of any month, the first (1st) day of that calendar month; or
 - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and last days inclusive of **any** month, the first (1st) day of the **fol-**lowing calendar month.

17.02 Vacation Entitlement

During each year of continuous service in the employ **of** the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following 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 such service as follows:

(a) **Staff Nurse and Assistant Head Nurse**

Provided that any more favourable or **beneficial** vacation entitlement which **applied** to existing Employees in these positions prior to the effective date of this Collective Agreement shall be preserved and continued in effect:

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

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

(b) Head Nurse and Instructor

- (i) during each of the first (1st) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
- (ii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
- (iii) during each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

(c) Employee with Less than a Year of Service

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

- (d) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an

agreement containing this provision, such Employee, shall, ~~after one (1) year of service,~~ receive vacation entitlement ~~as though her employment had been continuous.~~ ~~The~~ Employer shall provide ~~the~~ Employee with a written statement of her vacation entitlement upon termination.

17.03 *Time of Vacation*

- (a) All vacation ~~earned~~ during ~~one~~ (1) vacation year shall be taken during the next following vacation year ~~at~~ a mutually agreeable time.
- (b) The Employer shall post ~~the~~ vacation schedule planner by **January 1st** of each year. Where an Employee submits her vacation preference by March 15th of that year, ~~the~~ Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of ~~the same~~ year. ~~Where the~~ number of Employees indicating a preference for a ~~specific~~ period exceeds the number of Employees ~~as~~ determined by the Employer ~~that~~ can be allocated vacation during that period, seniority shall be ~~the~~ deciding factor.
- (c) Notwithstanding ~~Article 17.03 (a),~~ an Employee may be ~~permitted~~ to carry forward a portion ~~of~~ unused vacation to the next vacation year. Requests to carry forward vacation shall ~~be~~ made in **writing** and shall not be unreasonably denied.
- (d) Notwithstanding ~~Article 17.03 (a)~~ a full-time or part-time Employee shall have the right to utilize vacation credits during the vacation year in which they ~~are~~ earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee ~~at the time of taking the vacation;~~ and
 - (ii) such vacation ~~can~~ be taken ~~at~~ a mutually agreeable time.

- (e) (i) **Subject** to Article 17.03(e) (ii), the Employer shall grant ~~the~~ annual vacation to which the Employee is entitled in one **(1)** unbroken period.
- (ii) **Upon** request of ~~the~~ Employee, ~~the~~ Employer may grant an Employee's request to divide her vacation. Such request shall not ~~be~~ unreasonably denied.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated and **proper** notice given, the Employee ~~shall~~ receive vacation pay in lieu of:
- (i) the unused period **of** vacation entitlement **up** to _____ in each calendar year at her basic rate, **together** with
- (ii) **six percent (6%)** in the case **of** an Employee entitled to **fifteen (15)** working days vacation **per** annum; **eight percent (8%)** in the case **of** an Employee entitled to **twenty (20) working** days vacation **per** annum; or **ten percent (10%)** in the case of an Employee entitled to **twenty-five (25) working** days vacation **per** annum; or **twelve percent (12%)** in the case **of** an Employee entitled to **thirty (30) working** days vacation **per** ~~annum~~; ~~of~~ the Employee's regular earnings **from** the first (1st) day of _____ in each calendar year to the date **of** termination.
- (b) Notwithstanding any other provisions **of** this Collective Agreement, if employment is terminated by ~~an~~ Employee:
- (i) after **less than** one (1) year **of** employment by ~~the~~ Employer, or
- (ii) without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10,

such Employee shall receive vacation pay at the rate prescribed in the Employment **Standards Code** concerning ~~vacations~~ with pay, **provided that** the Employer may waive

this clause if termination is due to illness or to other causes which are acceptable to the Employer.

- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 18: NAMED HOLIDAYS

18.01 (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~~

Alberta Family Day

Good Friday

Victoria Day

Canada Day

August Civic Day

Labour Day

Thanksgiving Day

Remembrance Day

~~Christmas Day~~

Boxing Day

and any day proclaimed to be a holiday by:

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

Further, any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Institution 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 her basic rate of pay.

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

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

18.03 (a) An Employee obliged to work on a **Named Holiday** shall be paid for all hours worked on the **Named Holiday** at one and one-half times (1 1/2X) her basic rate of pay plus:

- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to her next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at her basic rate of pay.
- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) (i) and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the **Named Holiday** of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

18.04 When a **Named Holiday** falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.

18.05 When a **Named Holiday** falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.

- 18.06 (a) An Employee shall be ~~so~~ ~~scheduled as~~ to provide her with days off on at least four **(4)** of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four **(4)** Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day ~~off~~ in accordance with Article 18.06(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to **work** (i.e. December **24** and **25**; or December **25** and **26**).
- (ii) ~~An~~ Employee granted New Year's Day ~~off~~ in accordance with Article 18.06(a) shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January **1** and 2).
- (c) ~~Where a~~ Named Holiday falls on a Friday or a **Monday**, an Employee scheduled ~~for~~ days ~~of~~ rest on the adjacent weekend shall, where possible, be granted the Named Holiday ~~off~~ duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of ~~Health~~ or because of an accident for which compensation is not payable under the ~~Workers'~~ Compensation Act.
- (b) The Employer recognizes that alcoholism, **drug** addiction and ~~mental~~ illness are illnesses which **can** respond to therapy and treatment and ~~that~~ absence ~~from work~~ due to such therapy shall be considered sick leave.
- 19.02 After three (3) months of service an Employee shall be allowed a credit for sick leave computed from the date of employment ~~at the rate of~~ one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided,

however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of three (3) months of service.

19.03 An Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.

19.05 When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.

(b) Sick leave shall be granted

(i) if an Employee becomes ill during her vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;

(ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to hospital as an "in-patient"

during the course of her vacation, she shall be considered as **being on** sick leave for **the period** of hospitalization and subsequent period of recovery provided she notifies her Employer upon **return** from vacation and provides satisfactory proof **of** her hospitalization. Vacation time not taken as a result **of** such stay in hospital shall be re-scheduled **to a** mutually agreeable time.

- 19.07** (a) An Employee who has **been** receiving Long-Term Disability benefits and who is able **to** return to work and who is:
- (i) capable of performing the duties of her former position, shall provide the Employer **with** two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate her in the same position held by her immediately prior to her disability at not **less** than the same step in the pay scale and other benefits that accrued to her prior **to** disability;
 - (ii) incapable **of** performing the duties of her former position, but is capable of performing the duties of her former classification, shall provide the Employer with twenty-eight (28) **days** written notice of her readiness to return to work and the Employer shall then reinstate her to an existing position for which she is capable of performing **the** work entailed, at not less than the **same** step in the pay scale and other benefits that accrued to **her** prior to disability;
 - (iii) incapable of **performing** the duties of her former classification, shall be **considered to** have terminated her employment relationship with the Employer on the day following the last date of Long-Term Disability benefits.
- (b) An Employee who does not qualify for LTDI benefits and who exhausts her sick leave **credits** during the course of **an** illness shall be considered as remaining on sick leave

without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave she shall provide the Employer with one (1) months notice of her intention to return to work. The Employer shall then reinstate her in the same classification which she held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.

- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her 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 her termination.
- 19.11 When an Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer. She may be required to submit satisfactory proof of such appointment.
- 19.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.

ARTICLE 20: WORKERS' COMPENSATION

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20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided she assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (**1/10**) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent **that** one-tenth (1/10) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).

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

- (a) capable of performing the duties of her 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 her immediately prior **to** the disability with benefits that accrued to her prior **to** the disability:
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall provide the Employer with **twenty-eight (28)** days written notice of her readiness to **return to work**. The Employer shall then reinstate her to **an** existing position for which she is capable of **performing** the work entailed, with benefits that accrued to her prior to the disability:
- (c) incapable of performing the duties of her former classification, shall be entitled to benefits she is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles **19** or **21**.

- (d) For the purpose of determining salary increments, an Employee who is in receipt of ~~Workers' Compensation~~ benefits shall be deemed to remain in the continuous service of the Employer.

20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.

ARTICLE 21: PREPAID HEALTH BENEFITS

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

(a) Alberta Blue Cross Supplementary Benefits Plan or equivalent, including the direct payment provision where such provision was in effect on December 31, 1981;

(b) Alberta Health Care Insurance Plan;

(c) The Alberta Healthcare Association Benefits Plan or equivalent, inclusive of:

(i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);

(ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);

(iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [%2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due

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to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);

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(iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [~~66 2/35~~] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);

(v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person.

21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

21.03 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

- 21.04 The Employer shall ~~distribute~~ to all Employees brochures and **other relevant** information concerning the above plans, upon hiring and when there **are** changes **to** the plans.
- 21.05 (a) The Alberta Healthcare Association, **on** behalf **of** all Employer hospitals, shall provide one (1) copy of each of the plans to the Provincial Office of the **United** Nurses of **Alberta**. Where the Alberta Healthcare Association **Ben-**efits Plan is not in force in any given hospital, that hospital shall provide a copy of its Plan to the Union.
- (b) **The Alberta Healthcare** Association shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) **and** (c).
- 21.06 Such coverage shall be provided to regular and temporary **Employees except** for:
- (a) a part-time Employee whose hours of work are less than **fifteen (15) hours per week** averaged **over** one (1) complete cycle of the shift schedule: and
- (b) a temporary Employee who is hired **to work** for a position of **less than** six (6) months;
- which Employees **are** eligible to participate only in Articles 21.01(a), **21.01(b)** and Article 21.01(c)(v) above.

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Leave*

Leave of absence without pay may be granted **to an Employee** at the discretion of the Employer and the Employee shall not **work** for gain during the period of leave of absence except with the **express** consent of the Employer.

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22.02 Bereavement Leave

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- (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, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, stepchildren, 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.
- (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.

22.03 Maternity Leave

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- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) ~~Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan benefits, STD or LTD. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employee and the Employer.~~
- (c) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same

position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

22.04 Adoption/Paternity Leave

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- (a) An Employee who has completed her probationary period shall, upon written request, be granted leave without **pay and benefits for up to twelve (12) months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child.** An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave upon giving fourteen (14) calendar days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

22.05 Educational Leave

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- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.

- (b) During an Employee's educational leave, **she** may work as a **casual Employee** with the **Employer** **without** adversely **affecting** her reinstatement to the position from which she is on leave.

22.06 Court Appearance

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- (a) **In** the event an Employee is required to appear before a court of law **as** a member of a jury or **as a** witness in **matters arising** out of her employment with the Employer, the Employee shall:

- (i) suffer no loss **of** regular earnings **for** the scheduled shift(s) **so missed**,
- (ii) **be** paid **an** amount equal to her average daily **earnings** at the basic **rate** of pay to a maximum of her 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.
- (b) In the event **an** Employee is **scheduled** to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which she **is** called.—a juror **or** witness in matters arising **out of** her employment **with** the Employer, she shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee **is** required by law to appear before a **court** of law **for** reasons other **than those stated** in (a) above, she shall be granted a leave of absence without pay.

22.07 Statement of Policy

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

22.08 General Policies Governing *Leaves* of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer **as early as possible** in order that **staff** substitutions may be arranged. Applications shall indicate the date of departure on leave **and** the **date** of return.
- (b) Except **as provided in Article 22.08(c)**, where **an** Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to **the Insurer's** requirements, make prior arrangement for **the** prepayment **of** the full premiums for the applicable plans.
- (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, UIC 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 **an** other 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, UIC SUB Plan Benefits, STD or LTD, shall be **administered** in accordance with the applicable provisions of the Collective Agreement.
- (e) With the exception of a leave of absence for Union business, in **the** case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and **earned** vacation to the extent that such leave exceeds one (1) month. **The** Employee's increment date shall also be adjusted by **the same** amount of time.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01** Unsatisfactory conduct by **an** Employee which **is** considered by the Employer **to** be serious enough **to** be entered on the Employee's record but not **serious** enough to warrant suspension or dismissal shall result in a written warning to the **Em**ployee and a copy **to** the Union within ten **(10)** days of the **date the** Employer first became **aware of**, **or** reasonably should have **become** aware of the **occurrence** of the **act**. **A** Written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02** Unsatisfactory performance by **an** Employee which **is** considered by the Employer **to** be serious enough to be entered on the Employee's **record**, but not serious enough to warrant suspension or dismissal, **shall** result in a written **warning to** the Employee and a copy to the Union within ten **(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** **correc**tion is expected and, at the conclusion of such time **the** Employee's **performance** shall **be** reviewed with respect to the discipline. The Employer shall be informed in **writing** of the results of the review. **The** assignment of an improvement or correction period shall not act to **restrict** the Employer's right to take further action during said **period**, should the **Employee's** performance **so** warrant. **A** written warning that is grieved and determined to **be** unjustified shall **be** removed from the Employee's record.
- 23.03** In the event **an** Employee is suspended or dismissed, the Employer shall, provide written reasons for **the** suspension or **dismissal** to the Employee **and** the Union **forthwith** and in **any** event not later than five **(5)** days of **the** action being taken. The action of suspension or dismissal shall **be** within ten **(10)** days of the date **the** Employer first became **aware of**, or reasonably should have become **aware** of the occurrence of the

act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

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- 23.04 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her 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 two (2) year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 23.07 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause,
- 23.10 Twenty-eight (28) calendar days notice in writing, shall be given by the Employee resigning from the Institution.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17.04.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

25.02 (A) Upon obtaining her Alberta Registered Psychiatric Nurse designation:

(a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her registration examinations or her most recent date of employment, whichever is later; and

(b) in all other cases, a nurse who is not registered on her date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for her Alberta Registration with the Employer or her most recent date of employment, whichever is later.

(B) Upon becoming registered by the Alberta Association of Registered Nurses, a Temporary Permit Holder (GN-TPH):

(a) if newly graduated from an approved School of Nursing in Alberta having completed a basic nursing education program or one who has satisfied the University Co-ordinating Council that she has completed a training program substantially equivalent to the basic nursing education program offered by an approved

School of Nursing in Alberta, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing her course registration - examination or her most recent date of employment, whichever is later; and

- (b) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the Nursing Profession Act, and who subsequently qualifies to have her name entered into the register of registered nurses, shall be paid the rate applicable to a Registered Nurse, retroactive to the date:
- (i) of issuance of the temporary permit; or
 - (ii) of successfully writing her nurse registration examination if such is required; or
 - (iii) her most recent date of employment, whichever is later.

25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board or the Public Service Employee Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained Concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question.

25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.

- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course (including mid-wife course)	35¢
Active registration in the AARN and eligible for active registration in the RPNA (or vice versa)	35¢
Course in Nursing Unit Administration	35¢
One Year Diploma	35¢
Baccalaureate Degree	75¢
Master's Degree	\$1.00

- 26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.

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

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

27.01 When an Employee has experience Satisfactory to the Employer, her starting salary shall be adjusted by applying the following rules governing the recognition of previous experience, provided that not more than five (5) years have elapsed since such experience was obtained:

- (a) the salary of an Employee with a minimum of one (1) years' satisfactory recent nursing experiences shall be advanced one (1) increment in the salary scale;
- (b) the salary of an Employee with a minimum of two (2) years' satisfactory recent nursing experience shall be advanced two (2) increments in the salary scale;
- (c) the salary of an Employee with a minimum of three (3) years' satisfactory recent nursing experiences shall be advanced three (3) increments in the salary scale;
- (d) the salary of an Employee with a minimum of four (4) years' satisfactory recent nursing experience shall be advanced four (4) increments in the salary scale;
- (e) the salary of an Employee with a minimum of five (5) years' satisfactory recent nursing experience shall be advanced five (5) increments in the salary scale;
- (f) the salary of an Employee with a minimum of six (6) years' satisfactory recent nursing experiences shall be advanced six (6) increments in the salary scale;
- (g) the salary of an Employee with a minimum of seven (7) years' satisfactory recent nursing experience shall be advanced seven (7) increments in the salary scale.

27.02 Additional time worked, **measured** in monthly units and not credited for purposes of initial placement on the salary scale shall ~~be~~ applied towards the calculation of the next increment.

ARTICLE 28: **SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

28.01 Shift Differential

A shift differential of one dollar and fifty cents (**\$1.50**) per hour shall be paid:

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- (a) to **Employees** working a shift where the majority of such shift falls within the **period** of **fifteen** hundred (1500) hours to **zero** seven hundred (0700) hours; or
 - (b) to **Employees** for each regularly scheduled hour worked between fifteen hundred (**1500**) hours to zero seven hundred (0700) hours provided that **greater** than one (1) hour is worked between fifteen hundred (**1500**) hours and zero seven hundred (0700) hours.
 - (c) to **Employees** for all overtime hours worked which fall within the period of **fifteen** hundred (**1500**) hours to **zero** seven hundred (0700) hours.

28.02 Weekend Premium

A weekend premium of one dollar and ten cents (**\$1.10**) per hour shall be paid:

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- (a) to **Employees** working a shift wherein the majority of such shift falls within a sixty-four (**64**) hour **period** commencing at **fifteen** hundred (**1500**) hours on a Friday; or
 - (b) to **Employees** working each regularly scheduled hour **worked** after fifteen hundred (**1500**) hours on a Friday provided that **greater** than one (1) hour is worked within a sixty-four (**64**) hour period commencing at fifteen hundred (**1500**) hours **on** a Friday.

(c) to Employees working all overtime hours which **fall** within the sixty-four (**64**) hour period commencing **at** fifteen hundred (1500) hours on a Friday.

28.03 All premiums payable under this Article shall not be considered **as part** of the Employee's basic rate of pay.

ARTICLE 29: PENSION PLAN

29.01 The Employer shall contribute to the Local Authorities Pension Plan, the Public Service Pension Plan or an **alternate** plan **agreed** to by **the** Union, **as** applicable, to provide **benefits** for participating Employees, provided they are **scheduled** to work at least fourteen (**14**) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the **terms** and conditions of the applicable Plan.

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

29.03 **Where** the Employee requests within five (5) years of her date of hire to have her first (1st) year of employment recognized **as** pensionable service, the Employer shall facilitate such **arrangements** as may be necessary and shall pay the Employer's portion of the contributions for the first (**1st**) year of service.

29.04 The Employer shall distribute to all Employees brochures **and** other relevant material outlining the above plan upon hiring and when **there are** changes to the Plan.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to part-time and casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to casual Employees.

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

(b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of her employment pursuant to Article 30.02(b).

30.03 Amend Article 7.01(a) to read

“7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.

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- (ii) Notwithstanding the foregoing, where mutually **agreed**, a part-time Employee ~~may work~~ full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) At time of **hire** or transfer, the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for each part-time Employee. Such hours and shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this **Col-**lective Agreement.
- (iv) A part-time Employee may work shifts in **ad-**dition to those specified in Article 30.03.
- (v) Where a part-time Employee volunteers or **agrees**, when requested, to work additional shifts which are not designated as her scheduled days **of** rest, she shall be paid her basic **rate** for hours worked up to seven point seven five **(7.75)** hours in a day **and** at two **times** **(2X)** the applicable basic hourly **rate** for those hours worked in excess of seven point seven five **(7.75)** hours in a day.
- (vi) Where the Employer requires a part-time Employee to work without her having volunteered or agreed to do **so** or on her scheduled day of rest, she shall be paid two times **(2X)** the applicable basic hourly **rate** for work **per-**formed."

30.04 (A) Amend Article 7.02(g) to read:

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

- (i) ~~at~~ **at** least fifteen point five **(15.5)** hours **off** duty between shifts;
- (ii) an average of two **(2)** consecutive days per week shall be scheduled **as** designated days of rest;
- (iii) not more **than** six **(6)** consecutive **scheduled days of work**;
- (iv) designated days of rest to occur **on** one-half (1/2) of the weekends, averaged over one **(1)** complete cycle **of** the shift schedule, provided that **an Employee shall** not be scheduled **to work** more **than** two **(2)** consecutive weekends. "Weekend" shall **mean** a **Saturday** and the following **Sunday**, assuring a minimum of fifty-six **(56)** **hours off** duty. Provided however **that**, when scheduling considerations make compliance with **the** requirement that designated days **of rest fall on a** weekend impracticable, such will not be required. Such deviation shall be stipulated in the written **advice** required pursuant to **Article 30.03: 7.01(a)(iii).**"

@) Amend Article 7.02(h) to read

7.02 (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, **between** the Employer **and** the **Union**. Where an option is applied, the relevant provisions of Article 30.04(A): 7.02(g) shall be **as** follows:

OPTION 1

- (i) at least fifteen point five (**15.5**) hours off duty between shifts;
- (ii) an average of two (**2**) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (**7**) consecutive scheduled days of work to occur not more than once in a four (**4**) week cycle;
- (iv) designated days of rest to occur on alternate weekends. One (**1**) weekend in each four (4) week **period** shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (**56**) hours off duty and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Provided however that, when scheduling considerations make compliance with ~~there~~ requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article **30.03: 7.01(a)(iii)**.

OPTION II

- (i) at least fifteen point five (**15.5**) hours off duty between shifts;
- (ii) an average of two (**2**) consecutive days per week shall be scheduled as designated days of rest;

- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle;
- (iv) designated days of rest on three (3) weekends in a six (6) week period, one of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a **minimum** of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.03: **7.01(a)(iii).**"

(C) Violation of any provision of Article 30.04 shall result in payment to each affected Employee at **two times** (2X) her basic **rate** of pay **for** all regular hours worked during the **period** of violation.

- 30.05** (a) No casual Employee shall be scheduled except with her consent. Except where a casual Employee is scheduled for a specific job or relieves for absences, the duration of which is **three** (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (b) Where a casual Employee is transferred to a position pursuant to Article 14.02, she shall receive the benefits of a temporary Employee while filling that position.
- (c) Where a casual Employee is regularly scheduled under the provisions of Article 2.06(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.

(d) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid three (3) hours' pay at the Employee's basic rate of pay.

30.06 (a) Part-time Employees and casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven-five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1711.50) regular hours actually worked to the maximum increment granted full-time Employees.

(b) For part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.06(a).

(c) For part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.06(a).

30.07 In the case of casual Employees, amend Article 17 to read:

"17.00 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:

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

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

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

(iv) twelve percent (12%) of their regular earnings during the twentieth (20th) and subsequent employment years; in lieu of vacations with pay.

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

30.08 In the case of part-time Employees, amend Article 17.02 to read:

"**17.02** (A) Only those hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

(a) *Staff Nurse and Assistant Head Nurse*

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

Hours worked during the vacation year at the rate specified in 30.08 (17.02(A))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during each of the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (iv) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(b) Head Nurse and Instructor

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

Hours worked
during the
vacation year
at the rate
specified in
30.08 (17.02(A))

X

The applicable
% outlined
below

Number of hours
of paid vacation
= time to be taken
in the next
following vacation
year

- (i) eight percent (8%) during each of the first (1st) to ninth (9th) employment years;
- (ii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (iii) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

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

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

(D) Where a voluntarily terminated Employee commences employment within **six (6)** months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee, shall, after one (1) year of service, receive vacation entitlement as though her employment had been continuous. The Employer shall provide the Employee with a written statement of her vacation entitlement upon termination."

30.09 Amend Article 17.04(a) to read

"**17.04** (a) If **an** Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.08 will be paid in compliance with Article **17.04(c).**"

30.10 Amend Article 18 to read:

"18.01 Part-time and **casual** Employees **shall** be paid in addition to their basic rate of pay a sum **equal** to four point eight percent (4.8%) of their regular earnings **in lieu** of Named Holidays inclusive of the "Floater" holiday.

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18.02 A part-time or casual Employee required to work on a Named Holiday shall be paid at one **and** one-half times **(1 1/2X) her basic rate of pay** for work performed up to seven point seven five (7.75) hours. **Two**

times (2X) her basic rate of pay shall be paid for work in excess of sevenpoint seven five (7.75) hours on such day.

- 18.03 (a) An Employee shall be scheduled so as to provide her with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

30.11 Amend Article 19.02 to read:

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

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

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 Communication

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

32.02 *Definition of Time Periods*

- (a) For the purpose of **this** Article, periods of time referred to in days shall be deemed **to** mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and **Named** Holidays which are specified in Article 18.
- (b) Time limits may be extended by mutual agreement in writing.

32.03 *Dispute Between the Employer and the Employee(s)*

(a) **Step 1**

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

(b) **Step 2**

The grievance shall be submitted in writing to the Director of the Department within ten (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 Director shall be communicated, in writing, **to** the Union within seven (7) days of the submission. If the dispute is **not** resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) **Step 3**

The written grievance, within seven (7) days of receipt of the decision of the Director **under** Step 2, may be advanced to **the** Administrator. The decision of the Administrator shall be communicated, in writing, **to** the Union within seven (7) days of **the** submission.

(d) Step 4

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

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

32.04 *Disputes Between the Parties*

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Department Head or Local Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 *Default*

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

of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 33: ARBITRATION

33.01 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

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

33.02 Within seven (7) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:

- (a) inform the other party of the name of its appointee to an Arbitration Board; or
- (b) 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.

33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour 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 Minister of Labour for the Province of Alberta to appoint a chairperson.

33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, she/it 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.

- 33.05 The decision of a majority of a Board of Arbitration, or if there is no ~~majority~~ the decision ~~of~~ the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration ~~or~~ the decision of a single arbitrator ~~shall~~ be final and binding on the parties.
- 33.06 The Arbitration decision shall be governed by the ~~terms~~ of this Collective Agreement and shall not alter, amend or ~~change~~ the ~~terms~~ of ~~this~~ Collective Agreement; however, where a ~~Board~~ of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that ~~is~~ the subject matter of the arbitration, the ~~arbitrator~~ or Board may substitute any penalty for the discharge or discipline that ~~to her/it~~ ~~seems~~ just and reasonable in all the ~~circumstances~~.
- 33.07 Each of the parties to this Collective Agreement ~~shall bear~~ the expenses of its appointee to an Arbitration ~~Board~~. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually ~~agreed to~~ in writing by the parties.
- 33.09 ~~For~~ the purpose of this Article, ~~periods~~ of time referred to in days shall be deemed to mean such periods of ~~time~~ calculated on consecutive calendar days exclusive of ~~Saturdays~~, Sundays, and ~~Named~~ Holidays which are specified in Article 18.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of ~~representatives~~ of the Employer and representatives of the Union and ~~may~~ include ~~others~~ ~~representing~~ ~~recognized~~ functional

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bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid her basic rate of pay for attendance at Committee meetings.

- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented and adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Board of Trustees of the Hospital concerned. The Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.

34.02 No Employee shall be assigned to work alone on a ward or unit.

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

ARTICLE 35: IN-SERVICE PROGRAMS

35.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees

in the Nursing profession and that the responsibility for **such** continuing education lies not only with **the** individual but also with the Employer. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential **skills**, and other **program** which may be offered by the Employer.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of **materials** and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to **any** in-service the Employer may identify as compulsory, the following in-service programs **shall** be compulsory and shall be provided to Employees **on an** annual basis:
 - (i) Cardio-Pulmonary Resuscitation
 - (ii) Fire (hands **on** experience with equipment except where not required by the Institution's established **written** fire procedures)
 - (iii) Evacuation and disaster procedures
 - (iv) Proper **lifting** and prevention of back injuries.
- (c) Employees who attend in-service programs which are **not** identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service **education** to ensure **that** each Employee **has** the opportunity to attend not less **than** twenty-three (23) hours **per** year. The **twenty-three** (23) hours shall be in addition to any **hours** necessary for the compulsory in-service **as** provided for in Article 35.01(b).
- (e) The Employer shall make available in each Institution **no** fewer than five (5) **current** nursing journals.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) In each Hospital, a Professional Responsibility Committee shall be established with up to four (4) Employees elected by the Union and up to four (4) representatives of the Employer. A Chairwoman shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving a written complaint regarding patient care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient care.
- (e) Where a complaint is specific to one (1) ward or unit, the Union shall discuss the complaint with the unit supervisor before the matter is discussed at the Professional Responsibility Committee.
- (f) When an item is unresolved for more than forty-five (45) calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present their complaint to the Board of Trustees of the Institution concerned. The Board of Trustees will then give their reply to the Professional Responsibility Committee within fourteen (14) calendar days.

- (g) ~~To~~ prevent misunderstandings and to assure all problems are dealt with, answers must be communicated, in writing, ~~to~~ the Professional Responsibility Committee.

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

ARTICLE 37: EXTENDED WORK DAY

37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating:

- (i) applicable nursing unit
- (ii) applicable positions
- (iii) applicable extended work day option.

Such list may be amended from time to time by agreement of the parties.

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party twelve (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 30.03. Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten (10) days of the change.
- (d) The Employer and the Union 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 **Two** optionalextended workday scheduling systems ~~are~~ available which **may** be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I or Option II is applied, **the** relevant provisions of Article 7 and 30 **shall** be amended as follows:

Option I: 11.08 Hour Extended Work Day

(A) Amend Article 7.01(a) in its entirety to read:

“7.01 (a) Regular hours ~~of~~ work for full-time Employees, exclusive of meal periods, shall:

(i) be a consecutive time period ~~of~~ eleven hours and five minutes (11.08 hours) per **day**;

(ii) **be** thirty-six point nine ~~three~~ (36.93) hours per week averaged over one (1) complete cycle ~~of~~ the shift schedule:

(iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve point **two** five (12.25) hours per day, **as** determined by the **start** and finish times ~~of~~ the shift.”

(B) Amend Article 7.01(b) in its entirety 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 ~~fifteen~~ (15) minutes during each full working shift; and

(ii) exclude, **as** scheduled by ~~the~~ Employer, two (2) ~~meal periods of~~ thirty (30) ~~or~~ thirty-five (35) minutes each, **the** alternative **to** be applied by the Employer. Two (2) or more ~~meal periods~~ or rest periods may be combined by agreement between the Employee and the Employer;

(iii) except that such meal periods shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

(C) Amend Article 7.02(d), (e), (f), (g), (h) and (i) 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

(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 totalling not more than fourteen (14) calendar days per year.

(f) Employees who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be

considered as day duty for the purpose of applying this provision.

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) atleasttwenty-twopoint five (22.5) hours off duty on a shift changeover between extended shifts;
 - (ii) at least two (2) consecutive days of rest per week; and
 - (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 fifty-nine (59) hours;
 - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.
- (h) Does not apply
- (i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at two times (2X) her basic rate of pay for all regular hours worked during the period of violation!

@) Amend Article 30.03: 7.01(a)(i) to read:

- "30.03 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 eleven hours and five minutes (11.08 hours) per day and,

in **any** event, shall be less than thirty-six point nine three (36.93) hours per week averaged over one (1) complete cycle of the shift schedule.”

(E) Amend Article **30.04(A) 7.02(g)** to read:

“30.04 (A) 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 twenty-two point five **(22.5)** hours **off** duty on a **shift change over between extended shifts;**
- (ii) an average of three (3) **days** per week shall be scheduled **as** designated **days** of rest, and at least two **(2)** such days of rest per week shall be **consecutive;**
- (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 fifty-nine **(59)** **hours;**
- (iv) not more than four **(4)** consecutive extended shifts nor **more than four (4)** extended shifts per week.”

Option II: 9.75 Hour Extended Work Day

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

“7.01 (a) Regular hours of work for full-time Employees, exclusive of meal periods, shall:

- (i) be a consecutive time period of nine point seven five (**9.75**) hours per day;
- (ii) be thirty-seven point zero five (**37.05**) hours per week averaged over one (1) complete cycle of the shift schedule.”

(B) Amend Article 7.01(b) in its entirety 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 ~~fifteen (15) minute~~. during each full ~~working~~ shift; and
- (ii) exclude, as scheduled by the Employer, one (**1**) meal period ~~of~~ thirty (30) minutes. ~~Two~~ (2) or more ~~meal~~ periods or rest ~~periods~~ may be combined by agreement between the Employee and the Employer;
- (iii) except that such meal period shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the ~~Em-~~ployee.”

(C) Amend Article 7.02(g), (h) and (i) to read.

“7.02 (g) (i) at least twenty-two point five (**22.5**) hours ~~off~~ duty on a ~~shift~~ changeover between extended ~~shifts~~;

- (ii) at least two (2) consecutive days of rest ~~per~~ week; and

- (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~~ fifty-nine **(59)** hours;
- (iv) not more than four **(4)** consecutive ~~ex-~~ tended **shifts** nor more than four **(4)** extended shifts per week.
- (h) ~~Does~~ not apply
- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at two ~~times~~ **(2X)** her basic rate ~~of~~ pay for all regular hours worked during the period of violation."

@) Amend Article 30.03: **7.01(a)(i)** to read

"30.03 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal ~~peri-~~ **ods**, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than nine point seven five **(9.75)** hours per day and, in any event, shall be less than thirty-seven point **zero five (37.05)** hours per week averaged over one (1) complete cycle of the shift schedule."

(E) Amend Article 30.04(A) 7.02(g) to read:

"30.04(A) 7.02 (g) ~~Except in cases of emergency or by mutual agreement between the Em-~~ **ployee and the Employer, shift schedules shall provide for:**

- (i) at least twenty-two point five **(22.5)** hours ~~off~~ duty on a shift changeover between extended **shifts**;
- (ii) an average of three (3) days ~~per~~ week shall be scheduled as ~~designated~~ days **of rest**, and at least two (2) such days of rest per week shall be consecutive;
- (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 fifty-nine **(59)** **hours**;
- (iv) not more than **four (4)** ~~consecutive~~ extended **shifts**, nor more than **four (4)** extended shifts **per week**."

37.03 Amend Article 8.01(a) to read:

"8.01 (a) Overtime is all ~~time~~ authorized by the Employer and worked by the Employee in excess of the regular daily hours specified in the applicable Option in Article **37.02**, or on scheduled days of rest."

37.04 Amend Article 11.01 ~~to read~~:

"11.01 New Employees shall serve a probationary period **of four** hundred and seventy-one (471) hours, provided however, ~~that~~ each full day of absence from work **for** any **reason will** extend the probationary period by one (1) day. If a new Employee is unsuitable in the opinion **of** the Employer, such Employee **may** be terminated ~~at~~ any ~~time~~ during the probationary **period**

without **notice and** without recourse to the grievance procedure.”

37.05 Amend Article 17.02 to **read:**

“17.02 VacationEntitlement

During each year of continuous service in the employ of the Employer, an Employee shall **earn** entitlement to a vacation with pay to ~~be~~ taken in the next following year. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service **as** follows:

- (a) **StaffNurse andAssistantHead Nurse**
- (i) During the first (1st) year of such employment, an Employee **earns** a vacation **of** one hundred and ~~sixteen~~ point **two** five **(116.25)** working hours per year;
 - (ii) During each of the second (2nd) to **ninth** (9th) years of employment, an Employee **earns** vacation of **one** hundred and fifty-five (155) working hours per **year**;
 - (iii) **During** each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation **with** pay at the rate of one hundred and ninety-three point seven five **(193.75)** working hours **per** year;
 - (iv) During each of the twentieth (20th) and subsequent years of employment, an Employee commences to **earn** vacation with pay at the rate of **two** hundred and thirty-two point five (232.5) working hours per year.

(b) *Head Nurse and Instructor*

- (i) During each of the first (1st) to ninth (9th) years of employment, ~~an~~ Employee earns vacation ~~of~~ one hundred and fifty-five **(155)** working hours per year;
- (ii) During each of the tenth (10th) ~~to~~ nineteenth (19th) years of employment, ~~an~~ Employee commences to ~~earn~~ vacation with pay at the rate of one hundred and ninety-three point seven five (193.75) working hours per year;
- (iii) During each of the twentieth (20th) ~~and~~ subsequent years of employment, an Employee earns vacation with pay at ~~the~~ rate of two hundred and thirty-two point five **(232.5)** working hours ~~per~~ year.”

37.06 Amend Article 17.04(a) to read:

“17.04 (a) *Vacation Pay on Termination*

If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

- (i) the unused ~~period~~ of vacation entitlement up to _____ in each ~~calendar~~ year at her basic rate, together with
- (ii) **six percent (6%)** in the case of ~~an~~ Employee entitled to one hundred and ~~six~~teen point two five **(116.25)** working hours vacation per annum, ~~or~~ ~~eight~~ percent **(8%)** in the case of ~~an~~ Employee, entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten percent **(10%)** in the case of ~~an~~ Employee entitled to one hundred and

ninety-three point seven five (193.75) ~~working~~ hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred and thirty-two point five (232.5) ~~working hours~~ vacation per annum, of the Employee's regular earnings from the first (1st) day of _____ in each calendar year to date of termination."

37.07 Amend Article 18.01 by adding (c) to read

"18.01 (c) It is agreed that a full-time Employee covered by this Article shall be entitled to eleven (11) ~~Named~~ Holidays and one (1) ~~Floater~~ Holiday as specified, and shall be paid for same at her basic rate of pay for seven point seven five (7.75) hours to a maximum of ninety-three(93) hours per annum."

37.08 Amend Article 18.03 by adding (c) to read:

"18.03 (c) pay for the day referred to in (a)(i), (ii), (iii) and (b) shall be for seven point seven five (7.75) hours."

37.09 Amend Article 19.02 to read:

"19.02 After three(3) months service, an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of three (3) months of ~~service~~ service."

37.10 Amend Article 19.03 to read:

“19.03 **An** Employee granted sick leave shall be paid for the period of such leave ~~at~~ her basic rate of pay and the number of hours thus paid shall be deducted from ~~her~~ accumulated sick leave credit to the total number ~~of~~ the Employee’s accumulated credit at the time sick leave commenced.”

37.11 Amend Article 19.05 to read:

“19.05 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, **she** shall ~~no longer accrue~~ sick leave credits until such time **as** her total accumulation is reduced **below** the maximum. At that time, **she** shall recommence accumulating sick leave credits.”

37.12 Amend Article 28.01 to read:

“28.01 *Shift Differential*

A ~~shift~~ differential of one dollar and **fifty** cents (\$1**50**) per hour shall be paid to Employees for all hours worked within the ~~period~~ between fifteen hundred hours (1500) and ~~zero~~ seven hundred (0700) hours.”

37.13 Amend Article 28.02 to read:

“28.02 ~~Weekend~~ Premium

A weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid for all hours worked during a sixty-four (**64**) hour period commencing at fifteen hundred (1500) hours on a Friday.”

37.14 Amend Article **30.03**: 7.01(a)(v) and (vi) to read:

“30.03 7.01 (a) (v) Where a part-time ~~Employee~~ volunteers or agrees, when requested, **to** work additional **shifts** which **are** not designated **as** her scheduled days of rest, she shall be paid her basic ~~rate~~

of pay for such hours or, if applicable, two times (2X) the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

37.15 Amend Article 30.10 to read

“18.01 A part-time or casual Employee shall be paid in addition to her basic rate of pay a sum equal to four point eight percent (4.8%) of her regular earnings in lieu of Named Holidays, inclusive of the “Floater” holiday.

18.02 (a) A part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at one and one-half times (1 1/2X) her basic rate of pay and at two times (2X) the applicable basic hourly rate for all hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

- (b) A casual Employee who works an extended work day shift on a Named Holiday shall be paid at one and one-half times (1 1/2X) the applicable hourly rate for the first seven point seven five (7.75) hours and two times (2X) the

applicable hourly rate for all hours in excess of seven point seven five (7.75) hours, except where she replaces another Employee who is normally scheduled on the extended work day shift and who is absent; in which case she shall be paid one and one-half times (1 1/2X) for work performed on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 and two times (2X) the applicable basic hourly rate for all hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

- 18.03 (a) An Employee shall be scheduled so as to provide her with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

37.16 Amend Article 30.11 to read:

~~"30.11 Part-time~~ Employees shall accumulate sick leave benefits on the basis of eleven point ~~six~~ two five (11.625) hours ~~per month~~ ~~prated~~ on the basis of the regularly scheduled hours worked by the part-time Employee in relation to ~~the~~ regularly scheduled hours for ~~full-time~~ Employees: such Employees shall not be entitled to apply sick leave credits prior to the completion of five hundred and three point seven five (503.75) hours of service with one (1) Employer."

37.17 A casual Employee who ~~works~~ an extended work day shift shall be paid at the overtime ~~rate~~ for time worked in excess of seven point seven five (7.75) hours per day except where she replaces another Employee who is normally scheduled on the extended work day shift and who is absent for any reason; in which case, two times (2X) the applicable basic hourly ~~rate~~ shall be paid for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

ARTICLE 38 UNIFORMS

38.01 Where the Employer ~~requires~~ uniforms to be worn, Employees may, ~~at~~ their discretion:

(a) ~~wear~~ caps, lab coats and warming jackets:

(b) ~~wear~~ light pastel colored uniforms except where ~~the~~ uniforms are supplied by ~~the~~ Employer.

ARTICLE 39: JOB DESCRIPTION

39.01 ~~For~~ each nursing position in the bargaining unit, the Employer shall prepare a ~~form~~ of job description. Copies of such descriptions shall be on hand at each Nursing Unit and shall be available to each Employee upon request.

ARTICLE 40: COMMITTEE PARTICIPATION

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

ARTICLE 41: AMBULANCE DUTY

4.01 The Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed her name on such a roster shall not be required to take an ambulance assignment except where no Employee on the roster can perform such assignment.

41.02 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip beyond a radius of thirty-five (35) kilometers from her place of employment.

41.03 In addition to the payment in Article 41.1.02 above:

(a) In the event circumstances permit an immediate return to her place of employment, she shall be paid at her basic rate and/or, if applicable, the overtime rate as stated in Article 8, to which she is entitled up to the time:

(i) the patient is released into the care of the receiving Institution; or

(ii) her scheduled work period would otherwise have ended, or

(iii) she has returned to her place of employment;

whichever is the later and she shall be reimbursed for reasonable and substantiated expenses incurred.

- (b) In the event circumstances prevent an immediate **return** to her place of employment, she shall be entitled to:
- (i) no loss of regular earnings for time not worked on regularly scheduled **shifts** as a result of the ambulance duty; and
 - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
 - (iii) her basic rate of pay and/or, if applicable, the overtime rate as **stated** in Article 8 for the time spent on the return trip on **the same** basis as if she had **been** working **at** her place of employment.

ARTICLE 42: LOCAL CONDITIONS APPLICABLE TO THE GENERAL HOSPITAL (GREY NUNS) OF EDMONTON AND U.N.A. LOCAL #79

WHEREAS it is **the** desire of the parties **to** replace, substitute, or otherwise amend certain **terms** and conditions contained in the core of this Collective Agreement as it applies to Community Nurses;

NOW THEREFORE the parties agree with each other as follows:

42.01 ARTICLE 2: DEFINITIONS

Amend to include:

- 2.16 “Community Nurse” means a person covered by this Collective Agreement and employed by this **Em-**ployer, whose prime responsibilities **are**:
- (i) Patient and family assessment;
 - (ii) Liaison between the hospital and the community;
 - (iii) **Resource** co-ordination;
 - (iv) Education in the community;
 - (v) Public relations in the community.

42.02 ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

- 7.01** It is understood and agreed between the parties that the hours ~~of~~ work shall be flexible. In accordance with the foregoing the following shall apply:
- (a)** hours of work shall be seven point seven five **(7.75)** hours per day or thirty-six point eight one **(36.81)** hours per week averaged over one four **(4)** week cycle of the shift schedule.
 - (b)** normal daily hours ~~of~~ work shall fall within the period zero seven thirty (0730) to eighteen hundred **(1800)** hours;
 - (c)** normal daily hours of work shall:
 - (i)** include two **(2)** rest periods of fifteen **(15)** minutes; or
 - (ii)** should the hours in a day be less than seven ~~point~~ seven five **(7.75)** hours but not less ~~than~~ four **(4)** hours, include a single rest period ~~of~~ fifteen **(15)** minutes; or
 - (iii)** include one **(1)** rest period ~~of~~ thirty **(30)** minutes during each full working day if this is more compatible with the needs of the clients and/or their families:
 - (d)** normal daily hours shall exclude a ~~meal~~ period of thirty **(30)** minutes during each working day on which the Employee works in excess of four **(4)** hours.
- 7.02** If an Employee is ~~recalled~~ to duty during her meal period, she shall be given the time not ~~so taken~~ later in the day.
- 7.03** Community Nurses shall be entitled to two **(2)** consecutive days ~~of~~ rest per week, which days shall

normally be ~~Saturday and~~ the following Sunday, assuring a minimum period of fifty-six (56) hours off duty. It is understood and agreed that the use of the word "normally" shall mean "usually" or "typically" and shall not prevent, should the need arise, the scheduling of part-time Employees to work weekends nor the rescheduling of full-time Employees to work Saturdays and/or Sundays. In the case of full-time Employees such scheduling, if required, shall ensure ~~that~~ Community Nurses receive two (2) consecutive alternate days of rest during the period from Monday to Friday and shall ensure days of rest on at least one-half (1/2) of the weekends averaged over one four (4) week cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends.

42.03 ARTICLE 8: OVERTIME

8.01 Overtime is all time worked by a Community Nurse in excess of thirty-six point eight one (36.81) hours per week averaged over one four (4) week cycle of the shift schedule, or on days of rest as specified in Article 7.03 above. By mutual agreement between the Employee and the Employer overtime may be banked over a six (6) month period and taken in time off at the applicable premium rate. Such time off shall be at a time mutually agreed to between the Employee and the Employer. Time off not taken within six (6) months of the end of the pay period in which it was earned shall be paid out by the Employer on the pay cheque next following the date on which the time off should have been provided and taken under this provision but was not so taken.

8.02 The overtime rate of two times (2X) the applicable hourly rate shall be paid to Community Nurses for work performed in excess of thirty-six point eight

one (36.81) hours in a week as averaged over one four (4) week cycle of the shift schedule.

42.04 ARTICLE 10: TRANSPORTATION

Amend to include:

10.03 Community Nurses, in the course of their duties, are authorized to use their personal automobile and shall be compensated as follows:

- (a) One hundred and twenty dollars (\$120.00) per month for the first four hundred (400) kilometers driven;
- (b) thereafter at twenty-eight cents (28¢) per kilometer.

10.04 Employees who use their personal automobiles in the course of their duties shall be required to submit proof of financial responsibility when the automobile is used on such duties. The Employer shall reimburse the Employee as follows:

(Cost of comprehensive \$____) (Liability Business Insurance coverage for basic age group with good record)	less	(Cost of \$____) (Personal Use insurance coverage for basic age group with good record)	X	Reimbursement to a maximum of \$100/year
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42.05 ARTICLE 17: VACATIONS WITH PAY

Amend to include:

- 17.02 (e) *Community* Nurse
- (i) during each of the first (1st) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
 - (ii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation

with pay ~~at~~ the ~~rate~~ of twenty-five (25) working days per year;

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

42.06 **ARTICLE 46: EXPENSE PAYMENTS**

- (a) Reasonable, necessary, and substantiated expenses incurred by ~~a~~ Community Nurse in the course ~~of~~ her duties shall be paid by ~~the~~ Employer.
- (b) Reimbursement for the above expenses, ~~those~~ in Article 10.03, and ~~fees~~ paid for parking on Hospital premises, shall be paid on a ~~bi-weekly~~ basis in cheques made ~~out~~ to the Employee which ~~are~~ ~~separate~~ from her regular pay cheque.

42.07 **SALARIES APPENDIX**

It is hereby ~~agreed~~ between the parties ~~that~~ ~~those~~ positions presently classified as Community Nurse shall be compensated ~~at~~ the Registered Nurse rate.

ARTICLE 43: LOCAL CONDITIONS APPLICABLE TO METRO-CALGARY & RURAL GENERAL HOSPITAL DISTRICT #93 AND U.N.A. LOCAL #121

WHEREAS it is the desire of the parties ~~to~~ replace, substitute, or otherwise amend ~~certain~~ terms and conditions contained in the core of ~~this~~ Collective Agreement ~~as~~ it applies ~~to~~ Employees ~~in~~ ~~the~~ Out-Patient Psychiatry Department ~~of~~ the Holy ~~Cross~~ Hospital;

NOW THEREFORE the parties **agree** with each other **as** follows:

43.01 Amend Article **7: Hours of Work** to read

- "7.01** (a) Regular hours of work exclusive of meal **periods** shall:
- (i) not exceed nine point seven five (**9.75**) consecutive hours per day;
 - (ii) **be thirty-six point eight one (36.81) hours** per week averaged over one (1) complete cycle **of** the shift schedule;
 - (iii) **except** where overtime is necessitated, maximum in hospital hours shall not exceed ten point two five (**10.25**) hours per day **as** determined by the **start and finish times of the shift,**
- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (**15**) minutes during each full working shift;
 - (ii) include, **as** scheduled by the Employer, one (**1**) rest **period** of *thirty (30)* minutes during each full working shift, if **this** is more compatible with the scheduling of **work** assignments: the alternative **to** be applied shall **be** at the discretion **of** the Department Head.
- 7.02** (g) (iii) days of rest on each weekend. One (1) weekend in each five (**5**) week period shall be an Extended Weekend. "Weekend" shall mean **a** Saturday and the following Sunday assuring a minimum of fifty-nine (**59**) hours **off** duty. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum **of**

seventy-nine point seven five (79.75) hours off duty.”

43.02 Amend Article 8.01(a) to read:

“**8.01 (a)** Overtime is all time authorized by the Employer and worked by the Employee in excess of scheduled hours or on scheduled days of rest.”

43.03 Amend Article 11: Probationary Period as follows:

“**11.01** New Employees shall serve a probationary period of four hundred and seventy-one (471) hours, provided however, that each full day of absence from work for any reason will extend the probationary period by one (1) day. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.”

43.04 Amend Article 18: Named Holidays to read as follows:

“**18.01** It is agreed that a full-time Employee covered by this Article shall be entitled to the eleven (11) Named Holidays and one (1) Floater Holiday as specified and shall be paid for same at her basic rate of pay for seven point seven five (7.75) hours to a total of ninety-three (93) hours per annum.

18.03 Amend Article 18.03 by adding (c) to read:

“**18.03 (c)** pay for the day referred to in (a)(i), (ii), (iii) and (b) shall be for seven point seven five (7.75) hours.”

43.05 Amend Article 19: Sick Leave as follows:

“**19.02** After three (3) months' service an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six

two five (11,625) hours for each **full** month of employment to a maximum credit of **nine hundred and thirty (930) hours** provided, however, that an Employee shall **not** be entitled to apply sick leave credits prior to **the completion** of three (3) months **of m-**ice.

19.03 An Employee **granted** sick leave shall be paid for the **period of** such leave at her basic rate **of** pay and the number of hours **thus** paid shall be deducted from her accumulated sick leave credit to the **total** number of the Employee's accumulated credit at the **time** the sick leave commenced.

19.06 When an Employee has **accrued** the maximum sick leave **credit** of nine hundred and **thirty (930) hours**, **she shall** no longer **accrue** sick leave credits until such **time** as her total accumulation is reduced below the maximum. At **that time**, she shall recommence **accumulating** sick leave credits."

43.06 It is hereby **agreed** between the parties that those positions presently classified **as** Mental Health Workers shall be **com-**pensated **as** follows:

Mental **Health** Worker I - Registered Nurse rates

43.07 Cancellation **of** this compressed **work** week shall be by either party providing to the other **thirty-five (35) days** notice, in writing, **of** such intent.

43.08 Article **37**: Extended Work Day shall **have no** application to the Out-Patient Psychiatry Department of the Holy **Cross** Hospital.

43.09 For the purposes **of** Articles **5, 7, 23, 32, 33, 34, 36** and **37**, the **Union** shall mean the unit of U.N.A. Local #121 applicable to **the** specific Hospital. The President or Secretary **of** the Union shall **mean** the President or **Secretary of the** unit **of** Local #121 applicable **to** the specific Hospital. The Director

of the Department shall mean the Director of the applicable program.

43.10 Amend Article 34.01 to read:

“The Employer shall establish in each Hospital an Occupational Health and Safety Committee which shall be composed of representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once per month, and in addition within ten (10) days of receiving a written complaint regarding occupational health or safety, An Employee shall be paid her basic rate of pay for attendance at committee meetings.”

ARTICLE 44: LOCAL CONDITIONS APPLICABLE TO GLENROSE REHABILITATION HOSPITAL AND U.N.A. LOCAL #32

WHEREAS it is the desire of the parties to replace, substitute, or otherwise amend certain terms and conditions contained in the core of this Collective Agreement;

NOW THEREFORE the parties agree with each other as follows:

Article 19, Article 30.11, Article 21.01(c)(iii) and all other reference to Short-Term Disability Insurance (STD) shall be deleted and the following sick leave provisions shall be substituted therefore:

44.01 Sick Leave for Full-Time Employees

Definitions

- (a) “Sick Leave” is defined as a form of insurance against illness.
- (b) “Illness” means any illness, injury (other than injuries covered by the Workers’ Compensation Act) or quarantine restrictions.
- (c) “Casual Illness” means an illness which causes an Employee to be absent from her scheduled duty for a period of three (3) successive work days, or less.

- (d) "General Illness" means **an** illness which causes an Employee to be absent from her scheduled duty for a **period** of more than three (3) successive work days.
- (e) "Employment Year" **begins on** the date employment commenced **as** defined in this Collective Agreement, and continues for one (1) full year thereafter unless altered by the addition of any period of leave without pay in excess of thirty (30) calendar **days**, which time shall be added to the previously established employment date for the **purpose** of establishing a new employment date which shall prevail thereafter.

44.02 Sick Leave Accumulation & Credits

Until a new Employee has completed three (3) **months** full-time continuous service any time **off** because of an illness will be without pay. After the completion of three (3) months full-time continuous service, sick leave credits are **as** follows:

- (a) **During** the first (1st) employment year, an Employee shall accumulate sick leave **credits at** the rate of one and one-quarter (1 1/4) work days per month worked up to **a total** of fifteen (15) work days with full pay.
- (b) After the completion of the first (1st) employment year, sick leave credits shall be:

During the	Credits at full pay
Second (2nd) Employment Year	30 work days
Third (3rd) Employment Year	45 work days
Fourth (4th) Employment Year	60 work days
Fifth (5th) Employment Year	75 work days
Sixth (6th) Employment Year	90 work days
Seventh (7th) Employment Year	105 work days
Eighth (8th) and in each subsequent Employment Year	120 work days

44.03 *Conditions of Sick Leave Credits*

- (a) Payment for sick leave credits shall be based on ~~the~~ Employee's basic *salary* and shall not include premiums.
- (b) During any employment year not more than ten (10) work days of the sick leave credits may be utilized for absences classified as "**Casual Illness**".
- (c) Employees who have accumulated sufficient sick leave credits ~~to~~ draw upon shall be paid full pay for each occasion of illness in each calendar year calculated ~~from~~ becoming eligible for sick leave.
- (d) If an Employee uses her total sick leave credits in any one employment year, she is not entitled to any further sick leave ~~with~~ pay during that employment year.
- (e) ~~When an absence on~~ account of "**General Illness**" continues from one employment year into the next, the ~~period~~ of leave with pay in respect of that illness shall be ~~deter-~~mined in accordance with the sick leave ~~credits~~ for the employment year in which the absence commenced.
- (f) ~~Where~~ an Employee uses her **total** sick leave credits in any one employment year, she is not entitled ~~to~~ further sick leave with pay during a ~~subsequent~~ employment year, until she has completed one (1) month's service from the ~~date~~ of her ~~return~~ to duty.
- (g) Where an Employee has been absent on account of "**General Illness**" in one employment year and within thirty (30) days of her return to duty again absents ~~herself~~, the second (2nd) illness may be ~~considered~~ a continuation of the ~~Original~~ illness for the purpose of determining sick leave credits.
- (h) (a) ~~No~~ sick leave shall be granted for any illness or injury which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation with pay.

(b) Sick leave shall be granted:

(i) if ~~an~~ Employee becomes ill during her vacation as stated in Article 44.03(h)(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation:

(ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid for within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled at a later date.

(c) Notwithstanding the provision of Article 44.03(h), should an Employee be admitted to hospital as an "in-patient" during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

(i) An Employee who is unable to report to duty due to illness is required to inform her immediate supervisor prior to zero six thirty (0630) hours for day shifts, twelve hundred (1200) hours for evening shifts, twenty-one hundred (2100) hours for night shifts.

(j) An Employee may be required to provide acceptable proof of illness for an absence and for sick leave credits.

44.04 Portability of Benefits

An Employee who has accrued sick leave credits under the terms of this Agreement shall, upon the voluntary termination

of her employment ~~with the~~ Employer, be entitled to retain such credits provided she enters into employment at an institution ~~at~~ which the Employer is **also party** to an agreement with an identical sick leave provision, within **six (6)** months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. The Employee shall be provided with a written statement ~~of~~ such credits upon her termination.

44.05 Sick Leave for Part-Time Employees

Regular part-time Employees shall earn sick leave credits in the proportion to her part-time status. Payment will be made **only** for those days **they are regularly** scheduled to work and cannot attend because of illness. Definitions for full-time Employees and conditions **of** sick leave credits **as** set out for full-time **Employees** apply.

ARTICLE 45: LOCAL CONDITIONS APPLICABLE TO FOOTHILLS PROVINCIAL GENERAL HOSPITAL AND U.N.A. LOCAL #115

WHEREAS it is the desire of the parties to replace, substitute, or otherwise amend certain terms and conditions contained in the core of this Collective Agreement;

NOW THEREFORE the parties agree with each other **as** follows:

- 45.01** Article 17.02(a) is amended by the addition of the **words** "Mend Health Worker" to the title therein.
- 45.02** Article **17.02(b)** is amended by the deletion of the words "Head Nurse" from the title therein.
- 45.03** Article **26.03** is amended by the deletion of the words **"Head Nurse"** therefrom.
- 45.04** Article 37.05(a) is amended by substituting Staff Nurse, Assistant Head Nurse and Mental Health Worker for Staff Nurse and Assistant Head Nurse.

- 45.05 Article 37.05(b) is amended by the deletion of the words "~~Head Nurse and~~" from the title therein.
- 45.06 Salaries Appendix is amended by substituting "Staff Nurse and Mental Health ~~Worker~~" for "Registered Nurse, Registered Psychiatric Nurse", and further by deletion of the words "~~Head Nurse and~~" therefrom.
- 45.07 The following applies to the schedules of Employees working in the operating rooms:
- (i) single days off will be set into the rotation before and after the weekend of scheduled nights is worked;
 - (ii) at the request, in writing, of an Employee, the present schedule which allows the three (3) day weekend off may be kept.

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

(Employer)

(Local)

**Janet Umphrey
John Heath
Nonie Railey
Bob Gibb
Mark Haley
Jody Bauer
Dick Robinson
Kim Leblanc
Philip Stack**

**Heather Smith
Marilyn Coady
Sheila Bailey
~~Terry~~ Robertson
Gail Tymens
Janet Hudson
David Harrigan**

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
COUNCIL OF TEACHING HOSPITALS OF ALBERTA
AND
UNITED NURSES OF ALBERTA

RE: WARD OR UNIT

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

WHEREAS the physical design, staffing patterns, and policies and practices differ amongst Council of Teaching Hospitals of Alberta facilities; and

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

IT IS THEREFORE **AGREED** BETWEEN THE PARTIES THAT:

1. (a) Except as provided in (b) below, for the purposes of application of Article 34.02, the Employer shall provide the Union with a list of areas in the institution that the Employer has designated as a ward or unit. Such list shall be provided to the Union no later than October 30, 1994.
- (b) In the event that the Employer provided the Union with a list of areas in the institution that the Employer has designated as a ward or unit under the terms of a prior collective agreement, and the ward or unit designation was resolved or remains in the process of being resolved, the Employer shall not be required to provide a list pursuant to 1(a), and the provisions of #2 to #7 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas in the institution designated as a ward or unit under the terms of a prior collective agreement, as information only.

2. If any concerns regarding Employee safety relative to the application of Article 34.02 are identified by the Union, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.
3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (30) days of receipt of the written notification pursuant to #1 and #8, to the Board of Trustees of the institution concerned.

The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.
4. Failing resolution of the dispute between the parties, pursuant to #3 above, the Union may advance the dispute within thirty (30) days of response from the Board of Trustees to arbitration in accordance with Article 33 of this Collective Agreement.
5. In hearing the dispute pursuant to #4 above, the Board of Arbitration shall consider whether the designation of a ward or unit is appropriate in the circumstances in order to satisfy the requirements of Article 34.02 as it pertains to Employee safety.
6. Should the Board of Arbitration find that the Employer's designation of a ward or unit is inappropriate, the matter shall be returned to the parties for a period of thirty (30) days during which the Employer and the Union will attempt to again resolve the matter.
7. Should the parties fail to resolve the matter within the thirty (30) day period, the Board of Arbitration shall render a decision in this regard.
8. Should the Employer alter the designation of a ward or unit during the term of this agreement, subsequent to October 30, 1994, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.

9. This Letter of Understanding shall form part of the Collective Agreement.

**ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA**

**ON BEHALF OF THE
UNITED NURSES
OF ALBERTA**

Date: _____

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
COUNCIL OF TEACHING HOSPITALS OF ALBERTA
AND
UNITED NURSES OF ALBERTA**

RE: LIST OF CASUAL EMPLOYEES BY NAME

Within thirty (30) calendar days of date of ratification of this Collective Agreement, the Employer shall provide to the Union, a listing of casual Employees by name.

This Letter of Understanding shall become null and void at the time such list has been provided to the Union.

**ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA**

**ON BEHALF OF THE
UNITED NURSES
OF ALBERTA**

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
COUNCIL, OF TEACHING HOSPITALS OF ALBERTA
AND
UNITED NURSES OF ALBERTA

WHEREAS it is the sincere belief and position of the **United Nurses of Alberta** that a Collective Agreement reached between the parties which does not provide for Employees to **accrue** vacation and time towards increments for the portion of **maternity** leave during which the Employee **has** a valid health-related reason for being absent from work and who is **also** in receipt of benefits **from** a UIC SUB Plan is contrary to the Individual Rights Protection Act, and

WHEREAS it is the sincere belief and position of the United Nurses of Alberta that a UIC SUB Plan is contrary to the Individual Rights Protection Act in **so far as** it requires **an** Employee to utilize her UIC benefits **pre-delivery**, and

WHEREAS it is the sincere belief and position of the Alberta **Healthcare Association** that a Collective Agreement reached between the parties which **does** not provide for Employees **to** accrue vacation and **time** towards increments for the portion of maternity leave during which **the** Employee **has** a valid health-related reason for being absent from work **and** who is **also** in receipt of benefits **from** a UIC SUB Plan is not contrary to the Individual Rights Protection Act, and

WHEREAS it is the sincere belief and position of the Alberta **Healthcare Association** **that** a UIC SUB Plan is not contrary **to** the Individual Rights Protection Act in **so far as** it requires **an** **Employee** to utilize her UIC benefits **pre-delivery**, and

WHEREAS the United **Nurses** of Alberta will pursue its options regarding these questions pursuant to the **Individual Rights protection Act**, and

WHEREAS both the United Nurses of Alberta and the Alberta Healthcare Association ~~are desirous~~ of concluding a Collective Agreement ~~prior to~~ the conclusion of such undertaking, the parties hereby agree as follows:

1. On a without prejudice and interim basis, until at least the finalization of the proceedings referred to in #2 below, ~~and contrary to the application of Article 22.08,~~ the Employer will agree to accrue vacation and time towards accrual of a next increment (if applicable) for an Employee, for ~~the~~ portion of maternity leave during which such Employee has a valid health-related reason for ~~being absent from work~~ and who is also in receipt of benefits from a UIC SUB Plan ~~as if~~ such Employee ~~was~~ absent due to illness, and
2. ~~The~~ United Nurses of Alberta will pursue its options regarding these questions pursuant to the Individual Rights Protection Act no later than one (1) month following the date of ratification of ~~the~~ Collective Agreement between the parties, with any member Employer signatory to ~~a~~ Collective Agreement containing this Letter ~~of~~ Understanding.

ON BEHALF OF ~~THE~~
COUNCIL OF ~~TEACHING~~
HOSPITALS OF ALBERTA

ON BEHALF OF ~~THE~~
UNITED NURSES
OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
COUNCIL OF TEACHING HOSPITALS OF ALBERTA
AND
UNITED NURSES OF ALBERTA

SERVICERELOCATION

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

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

In the event of a denial of such request, the Employee(s) shall have the right to submit a grievance at Step 4 of the grievance procedure within five (5) calendar days of the date she was advised of such decision. The arbitrator or Arbitration Board shall meet within fourteen (14) calendar days of the filing of such grievance, and shall render the decision, in writing, to the parties, within fourteen (14) calendar days after the completion of the hearing.

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

**ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA**

**ON BEHALF OF THE
UNITED NURSES
OF ALBERTA**

Date: _____

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
COUNCIL OF TEACHING HOSPITALS OF ALBERTA
AND
UNITED NURSES OF ALBERTA**

RE: SEVERANCE

Prior to November 10, 1994 representatives of the parties shall meet on a regional basis and enter into good *faith* discussions concerning the issue of severance. For the purposes of this letter "on a regional basis" shall mean the regions as established for the purposes of health care delivery services.

Prior to December 16, 1994 these representatives shall advise their principals as to the outcome of these discussions.

This Letter of Understanding shall expire December 31, 1994.

ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA

ON BEHALF OF THE
UNITED NURSES
OF ALBERTA

Date: _____

Date: _____

ADDENDUM

Between

THE FOOTHILLS PROVINCIAL GENERAL HOSPITAL

(hereinafter referred to as the "Employer")

and

UNITED NURSES OF ALBERTA, LOCAL #115

(hereinafter referred to as the "Union")

WHEREAS it is the desire of the parties to replace, substitute, or otherwise amend **certain terms** and conditions contained in the core of this Collective Agreement as it applies to Employees in the Psychiatric Assessment Services Department of the Foothills Hospital.

It is understood by both parties that the Articles modified in **this agreement** are the only Articles affected by it and that all other Articles shall remain unchanged.

NOW THEREFORE the parties agree with each other as follows:

1. Amend Article 7: Hours of **Work** and Scheduling Provisions to read:

"7.01 (a) Regular hours of ~~work~~ exclusive of ~~meal~~ periods shall:

- (i) be nine point seven five (**9.75**) consecutive hours per day;
- (ii) be thirty-six point eight three (36.83) hours per week averaged over one (1) complete cycle of the shift schedule which shall be nine (9) weeks;
- (iii) except where **overtime** is necessitated, maximum in hospital hours shall not exceed ~~ten~~ point two five (**10.25**) hours per day as determined by the start and finish ~~times~~ of the ~~shift~~.

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

- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift:
- (ii) exclude, as scheduled by the Employer, one (1) meal ~~period~~ of thirty (30) minutes during each full working shift. Meal periods and/or rest periods may be combined by agreement between ~~the~~ Employee and Employer.

7.02 (g) (iii) Days of rest on each weekend. Weekend shall mean Saturday and the following Sunday and Monday, or Friday and the following Saturday and Sunday, ensuring a minimum of seventy-nine point ~~seven~~ five (**79.75**) hours ~~off~~ duty. Extended weekends shall occur twice in a cycle of ~~the shift schedule~~. Extended weekends shall mean Friday and the following Saturday, Sunday and Monday ensuring a minimum ~~of~~ one hundred and ~~three~~ point seven five (**103.75**) hours ~~off~~ duty.”

2. Amend Article 8.01(a) to read:

“Overtime is all time authorized by the Employer and worked by the Employee in excess of nine point seven five (**9.75**) hours per shift or ~~on~~ scheduled days ~~of~~ rest.”

3. Amend Article 11: probationary Period as follows:

“11.01 New Employees shall serve a probationary period of four hundred and ~~seventy-one~~ (**471**) hours provided, however, ~~that~~ each full day of absence from work for any reason will extend the probationary period by one (1) day. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and ~~without recourse to~~ the grievance procedure.”

4. Amend Article 18: Named Holidays as follows:

“18.01 It ~~is~~ agreed ~~that~~ a full-time Employee covered by ~~this~~ Article shall be entitled ~~to~~ the eleven ~~(11)~~ Named Holidays and one ~~(1)~~ Floater Holiday ~~as specified~~ and shall be paid for same at her basic rate of pay for seven point seven five ~~(7.75)~~ hours to a ~~total of ninety-three(93)~~ hours per annum.”

18.03 Amend Article 18.03 by adding (c) to read:

“18.03 (c) pay for the day referred to in (a)(i), (ii), (iii) and (b) shall be for seven point seven five ~~(7.75)~~ hours.”

5. Amend Article 19: Sick Leave as follows:

“19.02 After ~~three (3)~~ months' service, an Employee shall be allowed a ~~d~~ i ~~t~~ for sick leave computed from the date of employment at the ~~rate~~ of eleven point ~~six~~ two five ~~(11.625)~~ hours for each full month of employment to a maximum credit of nine hundred and thirty ~~(930)~~ hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of ~~three (3)~~ months of service.

19.03 An Employee granted sick leave shall be paid for the period of such leave at her basic ~~rate~~ of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credit to the ~~total~~ number of the Employee's accumulated ~~credit~~ at the time the sick leave commenced.

19.06 When ~~an~~ Employee has accrued the maximum sick leave credit of nine hundred and thirty ~~(930)~~ hours, she shall no longer accrue sick leave credits until such time ~~as~~ her total accumulation is reduced below the maximum. At that time, ~~she~~ shall recommence accumulating sick leave credits.”

6. It is hereby agreed between the parties that those positions presently classified as Mental ~~Health~~ Workers/Therapists shall be compensated as follows:

Mental Health Worker/Therapist - Registered Nurse rates.

7. ~~Cancellation~~ of this extended work week shall be by either party providing to the other twelve (12) weeks' notice, in writing, of such intent.

ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA

ON BEHALF OF THE
UNITED NURSES
OF ALBERTA

Date: _____

Date: _____

ADDENDUM

Between

THE MISERICORDIA HOSPITAL
(hereinafter referred to as the "Employer")

and

UNITED NURSES OF ALBERTA, LOCAL #11
(hereinafter referred to as the "Union")

WHEREAS it is the ~~desire~~ of the ~~parties~~ to ~~replace, substitute or~~ otherwise amend ~~certain terms and~~ conditions contained in the core of this Collective Agreement.

NOW THEREFORE the parties ~~agree~~ with each other as follows:

1. Amend Article 37.02(A) to read.

Amend Article 7.01(a) to read

~~7.01~~ (a) Regular ~~hours~~ of work for full-time ~~Employees, ex-~~clusive of meal periods shall:

- (i) be a ~~consecutive time period of eleven point two five (11.25)~~ hours per day;
- (ii) be thirty-seven point ~~five (37.5)~~ hours per ~~week~~ averaged over one complete cycle of ~~the shift~~ schedule;
- (iii) except ~~where~~ overtime is necessitated, maximum in-hospital ~~hours~~ shall not exceed twelve point ~~two five (12.25)~~ hours per day, as determined by the ~~start and finish times of the shift.~~"

2. Amend Article 37.02(B) to read:

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 fifteen (15) minutes during each full working shift; and

- (ii) exclude, **as** scheduled by the Employer, two **(2) meal periods of thirty (30) minutes each**. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- (iii) except that such meal period shall not be scheduled to occur in the first or last hour **of the** shift except by mutual agreement between the Employer and the Employee.”

3. Amend Article 37.02(D) to read:

Amend Article **30.03:7.01(a)(i)** to read:

“(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 eleven point two five (11.25) hours per day, **and** in any event, shall be less than thirty seven point five (37.5) hours per week averaged over one complete cycle of the shift schedule.”

4. Amend Article 37.15 to read:

Amend Article 30.10 to read:

18.01 A part-time or casual Employee shall be paid in addition to her basic rate of pay a sum equal to four point eight percent (4.8%) of her regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 (a) A part-time Employee who ~~works~~ on a Named Holiday shall be paid **for** the first eleven point two five (11.25) hours worked on the Named Holiday at one and one-half times (1 1/2~~X~~) her basic ~~rate of~~ pay and **at** two times (2~~X~~) the applicable basic hourly rate for all hours worked in excess of eleven point two five (11.25) hours.

(b) A casual Employee ~~who works an~~ extended work day ~~shift~~ on a Named Holiday shall be paid **at** one

and one-half times (1 1/2X) the applicable hourly rate for the first seven point seven five (7.75) hours and two times (2X) the applicable hourly rate for all hours in excess of seven point seven five (7.75) hours except where she replaces another Employee who is normally scheduled on the extended work day shift and who is absent; in which case she shall be paid one and one-half times (1 1/2X) for work performed on the Named Holiday up to eleven point two five (11.25) hours and two times (2X) the applicable basic hourly rate for all hours worked in excess of eleven point two five (11.25) hours."

ON BEHALF OF THE
COUNCIL OF TEACHING
HOSPITALS OF ALBERTA

ON BEHALF OF THE
UNITED NURSES
OF ALBERTA

Date: _____

Date: _____

THIS CONTRACT APPLIES TO THE FOLLOWING HEALTH CARE FACILITIES:

Local No.

Calgary

- 95 Alberta Children's Provincial General Hospital, Calgary ✓
- 115 Foothills Provincial General Hospital, Calgary ✓
- 1 Calgary General Hospital (Bow Valley Centre, Peter Lougheed Centre)
- 121 Metro-Calgary and Rural General Hospital District No. 93 (Colonel Belcher Hospital, Holy Cross Hospital and Rockyview General Hospital)

Edmonton

- 79 The General Hospital (Grey N~~urs~~) of Edmonton ✓
- 32 Glenrose Rehabilitation Hospital, Edmonton
- 11 Misericordia Hospital, Edmonton

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SALARY APPENDIX

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Registered Nurse							
Registered Psychiatric Nurse							
April 1, 1994							
19.38	20.01	20.58	21.19	21.81	22.41	23.06	23.76
September 1, 1994							
18.34	18.93	19.47	20.05	20.64	21.20	21.82	22.48
Certified Graduate Nurse							
Graduate Psychiatric Nurse							
April 1, 1994							
17.88	18.31	18.69	18.96	19.19	19.35	19.65	20.25
September 1, 1994							
16.92	17.33	17.68	17.94	18.16	18.31	18.59	19.16
Assistant Head Nurse							
April 1, 1994							
20.01	20.69	21.38	22.06	22.76	23.42	24.16	24.88
September 1, 1994							
18.93	19.58	20.23	20.87	21.54	22.16	22.86	23.54
Head Nurse and Instructor							
April 1, 1994							
21.13	21.89	22.63	23.42	24.19	24.97	25.82	26.59
September 1, 1994							
19.99	20.71	21.41	22.16	22.89	23.63	24.43	25.16
Undergraduate Nurse							
April 1, 1994							
15.03							
September 1, 1994							
14.22							

Council of Teaching Hospitals of Alberta (formerly Alberta Healthcare Association)*, Edmonton and Calgary and United Nurses of Alberta (Ind.) (9,362 nurses): A 24-month renewal agreement effective from April 1, 1994, to March 31, 1996, settled in September 1994 at the mediation stage. Duration of negotiations - 8 months.

* Previously, included in a master agreement that covered teaching and non-teaching hospitals.

wages:	Effective	April 1/94	Sept. 1/94
	General Adjustments	0.0%	-5.38%
	Hourly Rater		
	Certified Graduate Nurse	\$17.88-\$20.25	\$16.92-\$19.16
	Registered Nurse	\$19.38-\$23.76	\$18.34-\$22.48
	Assistant Head Nurse	\$20.01-\$24.88	\$18.93-\$23.54
	Head Nurse/ Instructor	\$21.13-\$26.59	\$19.99-\$25.16

Hours of Work: 36.81 per week averaged over one complete rotation, normally 4 weeks in duration (unchanged).

Paid Holidays: 12, plus Civic Holiday if proclaimed a general holiday by the municipality in which the hospital is located (unchanged).

Paid Vacation: **Staff Nurse and Assistant Head Nurse** - 3 weeks after 1 year, 4 after 2, 5 after 10, and 6 after 20; **Community Nurse, Head Nurse and Instructor** - 4 weeks after 1, 5 after 10, and 6 after 20 (unchanged).

Severance Pay: Prior to October 15, 1994, representatives of both parties shall meet on a regional basis to discuss the issue of severance. Recommendations are due by December 1, 1994 (new addition).

WAGE CARD FOR AGREEMENT NO. 0994401

JURISDICTION

FED
PROV X
PSSRA

AGREEM. EFFEC. DATE: 940401
AGREEM. EXP. DATE: 960331
NO. OF EMPLOYEES: 9362

SETTLEMENT DATE: 940831
WAGE EFFECTIVE DATE: 940401
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: MED
DUR. OF NEGOTIATION: 07

SIC: 821
COMPANY: Council of Teaching Hospitals of Alberta
UNION: United Nurses of Alberta

LOCATION: Province-Wide, Alta.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

>
>
>

OCCUP.: REGISTERED NURSE

HOURS WORKED: 36.81

PREV. NEG. BASE RATE: 19.380 + COLA FOLD-IN AMT: (0.000) = 19.380

Table with 3 columns: DATE, RATE, % and 3 columns: DATE, RATE, %. Row 1: 940401, 18.340, -5.37; Row 2: 0.000, 0.00; Row 3: 0.000, 0.00

WAGE INCREASES:

> Wags adjustment effective August 10 1994: -5.38%

LUMP SUM PAMNTS: >
CHNGS. IN INCR.: >
SPEC. ADJ.: >
OTHER:

>
>

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > c # OF CALC.: COMP. FQ.:

COLA TYPE:

>
>

TRIGGER: >

CAP: >

COMP. PER.:

>
>

FOLD-IN DTS: >

OTHER:

>
>
>

Council of Teaching Hospitals of Alberta (précédemment Alberta Healthcare Association)*, Edmonton et Calgary, et United Nurses of Alberta (Ind.) (9 362 infirmiers(lères) : convention renouvelée de vingt-quatre mois, en vigueur du 1^{er} avril 1994 au 31 mars 1996, conclue en septembre 1994 au stade de la médiation. Les négociations ont duré huit mois.

* Auparavant inclus dans une convention-cadre régissant les hôpitaux d'enseignement et les hôpitaux sans vocation didactique.

Salaires :	En vigueur le	1^{er} avril 1994	1^{er} septembre 1994
	Rajustements généraux	0,0 %	-5,28 %

Taux horaires

Infirmier(lère) diplômé(e) certifié(e)	17,88 \$-20,25 \$	16,92 \$-19,16 \$
---	--------------------------	--------------------------

Infirmier(lère) autorisé(e)	19,38 \$-23,76 \$	18,34 \$-22,48 \$
--------------------------------	--------------------------	--------------------------

Adjoint(e) à l'infirmier(lère) en chef	20,01 \$-24,88 \$	18,93 \$-23,54 \$
--	--------------------------	--------------------------

Infirmier(lère) en chef/ auxiliaire	21,13 \$-26,59 \$	19,99 \$-25,16 \$
--	--------------------------	--------------------------

Durée du travail : Sur un cycle complet, normalement de quatre semaines, 36,81 heures par semaine en moyenne (aucune modification).

Jours fériés payés : Douze jours plus un jour férié municipal si la municipalité dans laquelle l'hôpital est situé le proclame jour férié (aucune modification).

Congé annuel payé : Infirmier(lère) de soins généraux et adjoint(e) à l'infirmier(lère) en chef : Trois semaines après un an, quatre après deux ans, cinq après dix ans et six après vingt ans; Infirmier(lère) de la santé publique, infirmier(lère) en chef et auxiliaire : quatre semaines après un an, cinq après dix ans et six après vingt ans (aucune modification).

Indemnité de cessation d'emploi : Avant le 15 octobre 1994, les représentants des deux parties se rencontreront sur une base régionale pour discuter de la question des indemnités de cessation d'emploi. Ils présenteront leurs recommandations au plus tard le 1^{er} décembre 1994 (nouvelle disposition).

Council of Teaching Hospitals of Alberta

~~Alberta Healthcare Association (Teaching Hospitals)*, Edmonton and Calgary and United Nurses of Alberta (Ind.) (9,362 nurses):~~ A 24-month renewal agreement effective from April 1, 1994, to March 31, 1996, settled in September 1994 at the mediation stage. Duration of negotiations - 8 months.

* Previously, included in a master agreement that covered teaching and non-teaching hospitals.

Wages:	Effective	April 1/94	Sept. 1/94
General Adjustments		0.0%	-5.38%
Hourly Rates			
Certified Graduate Nurse		\$17.88-\$20.25	\$16.92-\$19.16 ✓
Registered Nurse		\$19.38-\$23.78	\$18.34-\$22.48 ✓
Assistant Head Nurse		\$20.01-\$24.98	\$18.93-\$23.54 ✓
Head Nurse/Instructor		\$21.13-\$28.59	\$19.99-\$25.16 ✓

Hours of work: 36.81 per week averaged over one complete rotation, normally 4 weeks in duration (unchanged).

Paid Holidays: 12, plus Civic Holiday if proclaimed a general holiday by the municipality in which the hospital is located (unchanged).

Paid Vacation: Staff Nurse and Assistant Head Nurse - 3 weeks after 1 year, 4 after 2, 5 after 10, and 6 after 20; Community Nurse, Head Nurse and Instructor - 4 weeks after 1, 5 after 10, and 6 after 20 (unchanged).

Severance Pay: Prior to October 15, 1994, representatives of both parties shall meet on a regional basis to discuss the issue of severance. Recommendations are due by December 1, 1994 (new addition). ✓

- 0613205 E 1 ~~Alberta Healthcare Association (Teaching Hospitals)~~ ay
- 0613205 E 2 United Nurses of Alberta
- 0613205 E 3 nurses
- 0613205 F 1 ~~Alberta Healthcare Association (Teaching Hospitals)~~ ay
- 0613205 F 2 United Nurses of Alberta
- 0613205 F 3 infirmiers(ières) 23.05.95

Provincial Health Authorities of Alberta

Telephone (403) 498-8400

10009 - 108 Street
Edmonton, Alberta T5J 3C5

Fax (403) 498-8465

Chinook
Regional Health Authority

Paliser
Health Authority

Headwaters
Health Authority

Calgary
Regional Health Authority

Regional Health Authority #5

David Thompson
Health Region

East Central
Regional Health Authority 7

WestView
Regional Health Authority

Crossroads
Regional Health Authority

Capital Health Authority

Aspen
Regional Health Authority #1

Lakeland
Regional Health Authority

Mistahla
Regional Health Authority

Peace Health Region

Keewatinok Lakes
Regional Health Authority #1

Northern Lights
Regional Health Authority

Northwestern
Health Services Region

Provincial
Mental Health Board

Alberta Cancer Board

Diana Foley
Bureau of Labour Information
Collective Agreements
Ottawa Ontario K1A 0J2

Dear Ms Foley:

As per your telephone call, please find enclosed the following collective agreements:

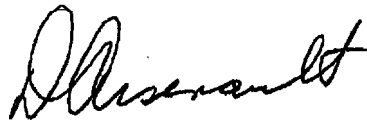
United Nurses of Alberta and the Alberta Healthcare Association

and the

United Nurses of Alberta and the Council of Teaching Hospitals of Alberta.

If you need further help, please don't hesitate to call.

Sincerely,



Donna Arsenault
Compensation & Research Technician

132
*Provincial Health
Authorities of
Alberta*
Patricia - White
12500

MAY - 9 1995

487