

**MULTI-HEALTH AUTHORITY (FACILITY)**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE PROVINCIAL HEALTH AUTHORITIES OF ALBERTA**

**AND**

**THE UNITED NURSES OF ALBERTA**

**FOR THE PERIOD**

**APRIL 1, 1996 - MARCH 31, 1999**

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COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1997.

**BETWEEN**

\_\_\_\_\_  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

**AND**

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

OF THE SECOND PART

**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 Provincial Health Authorities of Alberta exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 1999, 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.
- 2.02 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.
- 2.03 "Arbitration" shall take meaning from the section of the Act dealing with the resolution of a difference.



- 2.04 “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.
- 2.05 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 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.
- 2.06 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.07 (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.
- 2.08 “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.
- 2.09 “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.
- 2.10 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.11 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.12 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.13 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.14 “Cycle of the Shift Schedule” 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**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 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 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**

- 5.01 (a) The Employer shall deduct from the gross earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 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.
- (b) The Employer shall provide to the Union on a quarterly basis, a listing(s) of Employees specifying the following:
- (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
  - (iv) Full-time equivalency;
  - (v) For regular and temporary Employees, their seniority date, for casual Employees, their date of hire within the bargaining unit.

This listing(s) shall be provided monthly if there are Employees on layoff.

5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.

5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 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.
  - (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
  - (c) All such leave shall be without pay.

**ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, 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:
  - (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) Unless otherwise agreed in writing by the Union and the Employer, 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*

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.

### 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*

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.

**ARTICLE 8: OVERTIME**

- 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 March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
  - (d) The Employer shall provide, 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.
- 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 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 upon completion of the procedure for which she was called back. However, any further requests for procedures received by an Employee prior to leaving 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 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 site and return.

10.02 An Employee who normally travels from the site 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 site 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 (503.75) 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 within the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.

(b) 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) assignment of available shift schedules subject to the provisions of Article 7;

(b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;

(c) layoff and recall subject to the provisions specified in Article 15;

(d) approval of vacation times.

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

(a) when an Employee resigns;

- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15, 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.

(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.
- (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:
- (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**

15.01A For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

##### 15.01 *Notice*

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

- (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*

- (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 there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, she shall be deemed to have waived her right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place her in any available vacant position of the Employer's choice for which she has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 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 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*

- (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.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Where, as of March 4, 1997, the person in charge of a ward or unit on a specific shift is a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that ward or unit and specific shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.

16.02 (a) When an Employee is assigned to replace another Employee in a higher paid classification for one 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 following 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;
- (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	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and any day proclaimed to be a holiday by:

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

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

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

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 rescheduled 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 Lay-off 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 with an Employer who 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**

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**

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 Provincial Health Authorities of Alberta 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 [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
  - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
  - (v) 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 Provincial Health Authorities of Alberta on behalf of all Employers, shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta. Where the Provincial Health Authorities of Alberta Benefits Plan is not in force at any given Employer, that Employer shall provide a copy of its Plan to the Union.



- (b) The Provincial Health Authorities of Alberta shall advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c). Where the Provincial Health Authorities of Alberta Benefits Plan is not in force at any given Employer, that Employer shall provide premium rate changes to the Union.

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.

### 22.02 *Bereavement Leave*

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

- (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 at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

22.04 *Adoption/Paternity Leave*

- (a) An Employee who has completed her probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve (12) months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one (1) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

22.05 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

22.06 *Court Appearance*

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

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 another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, 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 Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 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 correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 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.
- 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 an Employee who resigns.
- 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 (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, 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 (a) 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.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. The format of this information may vary depending on the Employer's accounting system.

**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 degrees 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 plus diploma in Psychiatric Nursing (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 experience 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 experience 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 experience 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:

- (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:

- (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.
- (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 Collective Agreement.
- (iv) A part-time Employee may work shifts in addition 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 performed.”

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 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).”

(B) 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 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).

**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 2.05(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:
- (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
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- (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.

- 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 seven point 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) 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 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.

(b) For part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled shifts missed due to illness or injury.”

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 Chief Executive Officer or 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 Chief Executive Officer or designate. The decision of the Chief Executive Officer or designate shall be communicated, in writing, to the Union within seven (7) days of the submission.

- (d) **Step 4**

If the decision of the Chief Executive Officer or designate 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 Chief Executive Officer or designate.

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

32.06 *Alternate Dispute Resolution*

Following attempts to resolve the dispute at Steps 1, 2 and 3 either party may, if applicable, request Alternate Dispute Resolution Process as outlined in the Appendix Re: Alternate Dispute Resolution Process.

**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 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 or 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 governing Board. The governing 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.
- 34.04 The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Occupational Health & Safety Committee.

**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 programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation
  - (ii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures)
  - (iii) Evacuation and disaster procedures
  - (iv) Proper lifting and 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) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in-service on prevention and management of staff abuse.
- (e) The Employer shall make available at each site no fewer than five (5) current nursing journals.

**ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- 36.01 (a) In each site, 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 Chair 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 governing Board. The governing Board 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 optional extended work day 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) 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 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."

(D) 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 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."

**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) minutes 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 Employee."

(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 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 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.”
- (D) 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 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 Employee 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 *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. 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**

- (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 sixteen 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.”

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:
- “(a) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month pro-rated on the basis of the 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.
- (b) For part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled shifts missed due to illness or injury.”
- 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 or other such apparel as may be acceptable to the Employer.

**ARTICLE 39: JOB DESCRIPTION**

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

**ARTICLE 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**

41.01 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 41.02 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 site; 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 DAVID THOMPSON HEALTH REGION (RED DEER) AND U.N.A. LOCAL #2**

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:

42.01 It is agreed to continue existing schedules in the Recovery Room provided that either party may terminate this agreement on twelve (12) weeks written notice.

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

**ARTICLE 43: 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;

43.01 Article 17.02(a) is amended by the addition of the words "Mental Health Worker" to the title therein.

43.02 Article 17.02(b) is amended by the deletion of the words "Head Nurse" from the title therein.

43.03 Article 26.03 is amended by the deletion of the words "Head Nurse" therefrom.

43.04 Article 37.05(a) is amended by substituting Staff Nurse, Assistant Head Nurse and Mental Health Worker for Staff Nurse and Assistant Head Nurse.

43.05 Article 37.05(b) is amended by the deletion of the words "Head Nurse and" from the title therein.

43.06 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.

43.07 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.

**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 of 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 (1) 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 (1) employment year into the next, the period of leave with pay in respect of that illness shall be determined 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 (1) 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 (1) 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 THE ALBERTA HOSPITAL EDMONTON AND U.N.A. LOCAL #183**

WHEREAS it is the desire of the parties to replace, substitute or as 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 The provisions of Article 7 shall be amended as follows:

- (A) Amend Article 7.01(a) to read:
  - “7.01 (a) Regular hours of work for full-time Employees exclusive of meal periods shall be:
    - (i) seven point seven five (7.75) consecutive hours per day;

- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

“7.02 (g) Except in cases of emergency or by mutual agreement between an 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 two (2) weekends in a five (5) week period. “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.”

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

“7.02 (h) Three (3) 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**

- (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. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than seven (7) consecutive scheduled days of work.

**OPTION II**

- (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.

**OPTION III**

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest except that, once in a six (6) week cycle, there may be a single day of rest which shall follow a stretch of not more than three (3) consecutive scheduled days of work;
- (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 six (6) consecutive scheduled days of work."

(D) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Union.

45.02 Amend Article 7.06 for regular and temporary Employees to read:

- "7.06 (a) In the event that an Employee reports for work as scheduled and is requested by the Supervisor to return home and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours' pay at her Basic Rate of Pay.
- (b) Such Employee shall be reimbursed for a round trip between the Hospital and their home at the rate of at least twenty-eight (28) cents per kilometre or taxi fare upon production of a receipt."

45.03 The provisions of Article 30 shall be amended as follows:

(A) Amend Article 30.03 to read:

"30.03 Amend Article 7.01(a)(i) 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-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule."

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

“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 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 two (2) weekends in a five (5) week period. “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).”

(C) Amend Article 30.04(B): 7.02(h) to read:

“30.04(B) 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 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;

- (iv) designated days of rest to occur on alternate 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).

#### **OPTION II**

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work;
- (iv) designated days of rest on three (3) weekends in a six (6) week period. "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)."

- (D) Amend Article 30.06(a) to read:

"30.06(a) (i) Part-time Employees and casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven-five (2,022.75) regular hours of work and thereafter, a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees."

- (E) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Union.

45.04 Amend Article 11.01 to read:

- “11.01 (a) A new Employee shall first serve a probationary period of four hundred and sixty five (465) hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure. Such dismissal shall constitute final resolution of the matter for the purpose of this Collective Agreement and the Act. An Employee will be kept advised of her progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to four hundred sixty five (465) hours worked. If, during the extended probationary period, the new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure. Such dismissal shall constitute final resolution of the matter for the purpose of this Collective Agreement and the Act. An Employee will be kept advised of her progress during the probationary period.”

45.05 Amend Article 17.03(b) to read:

“As far as possible Employees shall be granted their choice of vacation periods during the vacation year according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operation of the Hospital. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee’s vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days notice but in no circumstances shall give less than fourteen (14) calendar days notice in advance. The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months.”

45.06 Amend Article 18.01 by adding:

- “18.01 (c) Subject to Article 18.01(d), if requested by the Employee, the Floater Holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
- (i) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
  - (ii) on December 27th when Christmas Day falls on a Monday or a Wednesday;
  - (iii) on December 29th when Christmas Day falls on a Sunday;
  - (iv) and Article 18.06(b) shall not apply.
- (d) In the event that the operational requirements of the Employer cannot permit the granting of an Employee’s request pursuant to Article 18.01(c) above, the

provisions of Article 18.01(c) shall be null and void. However, the provisions of Article 18.01(b) shall be modified so that the time frames for receiving a day off or compensation for the “floater holiday” shall be extended by three (3) months to March 31st.”

45.07 Amend Article 28: Shift Differential and Weekend Premium to read:

*“Shift Differential*

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

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to 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 two (2) hours are 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.

*Weekend Premium*

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

- (a) to Employees working a shift where 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 two (2) hours are 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.”

45.08 *Sick Leave*

Article 19 (with the exception of Article 19.07) and Article 30.11 of the main agreement shall not apply and shall be deleted and the following sick leave provisions substituted therefor:

(A) Casual Illness

- (a) “Casual Illness” means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.

- (b) If an Employee is ill at work or requires time off for purposes of attending a dental, physiotherapy, optical or medical appointment, provided she has been

given prior authorization by the Employer and she works one hour in a half day that she is absent for those purposes, such absence shall neither be charged against her casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which she became ill or attended the appointment. For the purposes of this Article a half day is:

- (i) half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven point seven five (7.75) hours.
- (c) (i) In the first calendar year of employment an Employee shall be eligible for a prorated number of working days of casual illness leave with pay based on the number of full calendar months an Employee will work during the first calendar year of employment divided by 12 times 10.
- (ii) In each subsequent calendar year of employment an Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a calendar year of service, shall be deducted from the remaining casual illness leave entitlement for that calendar year of service.
- (d) This article is subject to Article 45.08(C) below.

(B) General Illness

- (a) "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness leave shall be in addition to any Casual Illness Leave entitlement specified in Article 45.08(A).
- (b) An Employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at her basic rate of pay in accordance with the following Sub-clauses and the application of such General Illness shall be as set out in accordance with Article 45.08(B)(c).
  - (i) Illness commencing in the first month of employment; no salary for each of the first ten (10) work days of illness and thereafter seventy percent (70%) of basic rate of pay for seventy (70) work days of illness.
  - (ii) Illness commencing in the first year of employment after the first month of employment but prior to the first full calendar year of employment; one hundred percent (100%) of basic rate of pay for the first ten (10) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
  - (iii) Illness commencing during the first full calendar year of employment; one hundred percent (100%) of basic rate of pay for the first ten (10) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
  - (iv) Illness in the second full calendar year of employment; one hundred percent (100%) of basic rate for each of the first fifteen (15) work days of illness and seventy percent (70%) of basic rate of pay for each of the next sixty-five (65) work days of illness.



- (v) Illness in the third full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first twenty-five (25) work days of illness and seventy percent (70%) of basic rate of pay for each of the next fifty-five (55) work days of illness.
  - (vi) Illness in the fourth full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first thirty-five (35) work days of illness and seventy percent (70%) of basic rate of pay for each of the next forty-five (45) work days of illness.
  - (vii) Illness in the fifth full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first forty-five (45) work days of illness and seventy percent (70%) of basic rate of pay for each of the next thirty-five (35) work days of illness.
  - (viii) Illness in the sixth full calendar year or any subsequent full calendar years of employment; one hundred percent (100%) of basic rate of pay for each of the first sixty (60) work days of illness and seventy percent (70%) of basic rate of pay for each of the next twenty (20) work days of illness.
- (c) (i) Subject to Article 45.08(B)(c)(ii) an Employee, upon return to active work after a period of general illness of less than eighty (80) consecutive work days, will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) , reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
- (ii) Such reinstatement shall only occur where an Employee has not taken any General Illness Leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- (d) For purposes of this Article the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to LTD provisions.
- (e) Notwithstanding Articles 45.08(A) or 45.08(B), an Employee is not eligible to receive sick leave benefits under Articles 45.08(B) or 45.08(A) if:
- (i) The absence is due to an injury while in the employ of any other Employer, nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury; or
  - (ii) the absence is due to an intentional self-inflicted injury.
- (f) When a day designated as a Named Holiday under Article 18 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

(g) This Article is subject to Article 45.08(C) below.

(C) Proof of Illness

(a) An Employee may be required to provide acceptable proof of illness for absence for casual or general illness. Should proof of illness provided by the Employee be unacceptable to the Employer, the Employee is to be informed as to what additional information is required. An Employee shall have the right to Union Representation during any discussion related to additional information required concerning acceptable proof of illness.

(b) The Parties agree that Casual and General Illness benefits as provided in Articles 45.08(A) and 45.08(B) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

(D) Part-time Employees

Regular part-time Employees are entitled on a pro-rata basis, to sick leave entitlement as defined in Article 45.08. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness. Conditions of sick leave entitlement as set out in Article 49.10 apply.

45.09 *Workers' Compensation*

Article 20 with the exception of Article 20.02 in the main Collective Agreement shall not apply and shall be deleted, and the following substituted therefor:

(a) If an Employee sustains an injury in the course of her duties with the Hospital which causes her to be absent from work and as a result is eligible to receive Workers' Compensation, she shall be paid her regular full salary during the period she is required to remain off work up to eighty (80) consecutive work days.

(b) If the Employee has not returned to work due to injury before the eighty (80) day period has expired, she shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.

(c) The eligibility period specified in Article 45.09(a) shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpired period of eligibility may be applied.

(d) When a day designated as a Named Holiday under Article 18 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

(e) An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for the day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Article 45.09(a).

- (f) The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while she is unable to work because of injury.

45.10 *Prepaid Health Benefits*

Article 21: Prepaid Health Benefits in the main agreement shall not apply and shall be deleted and the following Prepaid Health Benefits Plan shall be substituted therefor:

(A) Health Plan Benefits

- (a) Such coverage shall be provided to regular and temporary Employees except for:
  - (i) a part-time Employee whose hours of work are less than thirty-one (31) hours in each fourteen (14) day period averaged over one complete cycle of the shift schedule; and
  - (ii) a temporary Employee who is hired to work for a position of less than six (6) months.
- (b) The Employer shall share the monthly premium cost of the Alberta Health Care Insurance Plan for all participating Employees as follows:
  - (i) one-half (1/2) the cost of the family premium where the Employee and his family are covered under the Plan, or
  - (ii) one-half (1/2) the cost of the single premium where only the Employee is covered under the Plan.
- (c) The Employee shall pay the monthly premium cost of the Medical Supplement Insurance Plan.

(B) Long Term Disability (LTD)

- (a) All eligible Employees shall be covered in accordance with the provisions of the Plan.
- (b) The Employer shall pay the total cost of providing benefits to all eligible Employees covered under the Plan.
- (c) An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive days, may apply for long term disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the Insurer.
- (d) Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle an Employee with a qualifying disability, to a total income, from sources specified under Article 45.10(B)(e), of not less than seventy percent (70%) of her monthly salary received or entitled to receive as an Employee at the commencement of the LTD benefits pursuant to Article 45.10(B)(c), up to a maximum benefit of \$2,500 per month.

- (e) The monthly LTD benefit amount to which an Employee is entitled, shall be reduced by:
  - (i) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,
  - (ii) the amount of Workers' Compensation entitlement,
  - (iii) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,
  - (iv) vacation leave pay,
  - (v) the amount of any other remuneration received as a result of employment or self-employment unless subject to Article 45.10(B)(f).
- (f)
  - (i) An Employee who, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Article 45.10(B)(c) (predisability salary), the Employee shall have the monthly LTD benefit payable by the plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the predisability salary.
  - (ii) Where the combination of reduced LTD benefits, and income received pursuant to Article 45.10(B)(f)(i) is a higher amount than the predisability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of predisability salary.
- (g) An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable shall continue.
- (h) The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiations by the Parties to this Agreement.
- (C) Group Life Insurance, Accidental Death and Dismemberment, Dependent's Life:
  - (a) Participation in the Group Life Insurance Plan is a condition of employment for all eligible Employees who commenced employment on or after October 1, 1982.
  - (b) The amount of Basic Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:
    - (i) 1.0 times (1X) basic annual salary, rounded to the next highest one thousand dollars (\$1,000.00), up to a maximum amount of insurance of one hundred thousand dollars (\$100,000.00), or

- (ii) 2.5 times (2.5X) basic annual salary, rounded to the next highest one thousand dollars (\$1,000.00) up to a maximum amount of insurance of one hundred thousand dollars (\$100,000.00).
  - (c) Each Employee insured for Basic Group Life Insurance under sub-article (b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of Basic Group Life Insurance.
  - (d) The Employer and Employee shall share the monthly premium costs where an Employee is covered for the insurance pursuant to sub-articles (b) and (c) above as follows:
    - (i) Employer pays twelve cents (12¢) per one thousand dollars (\$1,000.00) coverage;
    - (ii) Employee pays twenty-three cents (23¢) per one thousand dollars (\$1,000.00) per coverage.
  - (e) When an Employee is not covered under sub-article (b) but is now insured for the single lump sum amount of insurance of four thousand dollars (\$4,000.00), the Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal sum of four thousand dollars (\$4,000.00) and the Employer shall pay the total monthly premium costs for those eligible Employees.
  - (f) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
  - (g) All insurance coverage specified under this Article shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policy-holder. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.
- (D) Accidental Death and Dismemberment Insurance for Occupational Accident Coverage:
- (a) The Employer shall maintain a master insurance policy for all Employees covered by this Agreement that provides insurance coverage up to a maximum principal sum of one hundred thousand dollars (\$100,000.00) in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including travelling on Employer business except that benefits under this policy shall be reduced by the amount of insurance benefits paid or payable pursuant to the insurance coverage under Article 45.12(C)(c).
  - (b) The total premium cost of this master insurance policy shall be paid by the Employer.
  - (c) Coverage provided shall be in accordance with the terms and conditions of the master policy of insurance.

(E) Dental Plan

- (a) The Plan will be totally funded by the Employer.
- (b) The following conditions shall apply to Employees eligible to participate in the Dental Plan:
  - (i) an Employee is covered and may participate in the Plan from the first day of the calendar month following completion of twelve (12) continuous full calendar months of employment with the Employer, and
  - (ii) coverage is a condition of employment for all Employees upon completing the twelve (12) month period specified in (i) above, and
  - (iii) coverage ceases on the date of termination from employment or the date the Employee attains age sixty-five (65), whichever occurs first.
- (c) An eligible Employee's dependent shall be covered under the Dental Plan while the Employee is covered and the dependent person is:
  - (i) the Employee's legal spouse, or
  - (ii) the Employee's common-law spouse who is a person of the opposite sex and has cohabitated with the Employee for at least five consecutive years or for at least two (2) consecutive years where there is a child born of such common-law relationship provided that the Employee does not have a dependent spouse to whom he or she is legally married and the common-law spouse has been a dependent of the Employee and is known in the community as the Employee's consort, or
  - (iii) an unmarried child of the Employee and/or the Employee's spouse, including any step-children, who is:
    - (1) under eighteen (18) years of age, or
    - (2) eighteen (18) or over but less than twenty-five (25) and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning, or
    - (3) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
- (d) The Plan will reimburse an Employee for dental service provided to an Employee while covered and each eligible dependant, as follows:

The 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 (\$1,500.00) 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 (\$1,500.00) per insured person.

- (e) Regular or Temporary part-time Employees shall be reimbursed fifty percent (50%) of the cost benefit listed below:

The 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 Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500.00) 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 (\$1,500.00) per insured person.

- (f) "Benefit year" means the period of the twelve (12) months beginning on October 1st in one year and ending on September 30th in the next year.

- (g) The dental services reimbursed under Article 45.10(E)(d) shall not exceed the amounts specified in the Alberta Dental Association Fee Guide in force on the date the dental services were provided.

- (h) BASIC DENTAL SERVICES covered under the Dental Plan include:

- (i) Each of the following five procedures is covered twice in a benefit year:

- (1) Oral examination;
- (2) Oral hygiene instructions;
- (3) Prophylaxis (the cleaning and scaling of teeth);
- (4) Bite-wing x-rays;
- (5) Topical application of fluoride solutions.

- (ii) Full mouth series of x-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since this service was last rendered.

- (iii) Tooth extractions and related procedures.

- (iv) Tooth fillings - amalgam, silicate, acrylic and composite.

- (v) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.

- (vi) Necessary treatment for relief of dental pain.

- (vii) The cost of medication and its administration when provided by injection in the dentist's office.

- (viii) Space maintainers for missing primary teeth and habit breaking appliances.

- (ix) Consultations required by the attending dentist.
  - (x) Endodontic treatment (root canal therapy).
  - (xi) Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
  - (xii) Relining, rebasing, adjusting or repairing of existing dentures.
- (i) A claim must be submitted within six (6) months following the date the dental services are provided to the Employee and her eligible dependents in order for the expenses to be reimbursed from the Plan.
  - (j) An Employee information brochure on the Dental Plan will be available to each eligible Employee.
  - (k) The Employer shall determine the claims and administration of procedures for the plan.
  - (l) This Article provides a general description of the Dental Plan. The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.
- (F) The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the master comprehensive general liability policy or equivalent.
- (G) An Employee on Employer business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Medical Supplement Insurance Plan.

45.11 Amend Article 22.06 to read:

“22.06 *Jury or Witness Duty*

An Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence but any fee receivable as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.”

45.12 *Camp Allowance*

- (a) An Employee who attends an overnight patient recreational/therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate, an allowance of forty dollars (\$40.00) for each day in attendance at such activity.
- (b) Where an Employee is to attend an overnight patient recreational/therapeutic activity authorized by the Employer the Employee shall receive her basic rate of pay for her normal seven point seven five (7.75) hours of work only.



Employees who attend such an activity shall be eligible for free time each day at the discretion of the “in-charge” nurse.

45.13 *Cash Handling*

An Employee handling cash shall not be required to reimburse the Employer for shortages, except in the case of negligence.

45.14 *Parking*

An Employee shall not be charged a fee for unreserved parking space.

45.15 The Employer agrees to maintain no less than the present contribution of ten dollars (\$10.00) per Employee per annum towards the funding of an Employee Assistance Program for the life of this Collective Agreement.

45.16 (a) The Employer will continue to supply and maintain (launder, alter and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

(b) For Employees, covered by this Collective Agreement, the Employer will accept financial responsibility for repair or, at the Employer’s discretion, reimbursement of reasonable depreciated or replacement value for personal clothing and/or personal possessions damaged by patient action while the Employee is on duty provided that the damaged article was necessary to the performance of the Employee’s duties and that proof of loss or damage is provided by the Employee within two (2) working days of the incident causing the damage.

In order to be eligible for reimbursement, an Employee must first have exhausted any other avenue of recovery such as Workers’ Compensation, etc.

**ARTICLE 46: LOCAL CONDITIONS APPLICABLE TO CARITAS HEALTH GROUP (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:

46.01 ARTICLE 2: DEFINITIONS

Amend to include:

2.15 “Community Nurse” means a person covered by this Collective Agreement and employed by this Employer, 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.

46.02 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.

46.03 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 averaged over one four (4) week cycle of the shift schedule.

46.04 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 \$__)	less	(Cost of \$__)	X	Reimbursement to a
(Liability Business Insurance		(Personal Use		maximum of
coverage for basic age group		insurance coverage		\$100/year
with good record)		for basic age group		
		with good record)		

46.05 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.

46.06 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.

46.07 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 47: 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 Rockyview Hospital;

NOW THEREFORE the parties agree with each other as follows:

47.01 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.
- (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.”

47.02 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.”

47.03 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.”

47.04 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:

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

47.05 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 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.”

47.06 It is hereby agreed between the parties that those positions presently classified as Mental Health Workers shall be compensated as follows:

Mental Health Worker I - Registered Nurse rates

47.07 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.

47.08 Article 37: Extended Work Day shall have no application to the Out-Patient Psychiatry Department of the Rockyview Hospital.

47.09 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.

47.10 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 48: LOCAL CONDITIONS APPLICABLE TO ROYAL ALEXANDRA HOSPITAL AND U.N.A. LOCAL #33**

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:

48.01 *Article 15.03: Displacement is replaced by the following:*

- (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 seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of a written notice from the Employer of the elimination of her position or displacement, advise the Employer in writing of one of the following:
  - (i) the vacant position which the Employee wishes to take; or
  - (ii) the unit(s) that the Employee wishes to bump to.

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 place her in a vacant position of the Employer's choice for which she has the ability to perform the work. In the absence of such a vacancy, the Employer shall effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

- (c)
  - (i) An Employee who advises the Employer under Article 15.03(b)(ii) that she wishes to bump to a particular unit shall be eligible to displace the least senior Employee with equivalent hours of work and shift pattern on that unit. If there is no less senior Employee with equivalent hours of work and shift pattern on that unit, the Employee shall be eligible to:
    - (a) displace the least senior Employee with equivalent hours of work in another shift pattern of the Employee's choice on that unit, or;
    - (b) displace the least senior Employee in a shift pattern of the Employee's choice that falls within a 0.1 full-time equivalent range commencing with the nearest position up in hours from her current regular hours, provided that no Employee shall be required to displace an Employee of lesser hours of work. A regular part-time Employee shall not be eligible to displace a regular full-time Employee.
  - (ii) Should an Employee not be granted her decision under Article 15.03(b) due to seniority, she shall be given an additional seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays to submit a new written decision.
  - (iii) If there is no less senior Employee with equivalent hours of work and shift pattern on that unit, an Employee affected by this article may elect to displace an Employee or take a vacant position with a lower full-time equivalency or employment category as defined Article 2.05, however such Employee shall not be eligible for recall under Articles 15.04 and 15.05. When an Employee elects to displace an Employee with a lower full-time equivalency, she shall displace

the least senior Employee in the shift pattern of the Employee's choice, within a 0.1 full-time equivalent range commencing with the nearest position down in hours from her current regular hours.

- (d) 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.
- (e) 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.

**ARTICLE 49: 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 as it applies to Community Nurses;

NOW THEREFORE the parties agree with each other as follows:

49.01 ARTICLE 2: DEFINITIONS

Amend to include:

- 2.15 "Community Nurse" means a person covered by this Collective Agreement and employed by this Employer, 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.

49.02 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.

49.03 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 averaged over one four (4) week cycle of the shift schedule.

49.04 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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49.05 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.

49.06 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.

49.07 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.

**ADDENDUM**

**BETWEEN**

**DAYSLAND GENERAL & AUXILIARY HOSPITAL  
& NURSING HOME DISTRICT #68**  
(hereinafter referred to as the "Employer")

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #186**  
(hereinafter referred to as the "Union")

The above named parties hereby agree that it is mutually desirable to maintain the shift schedule for Employees which employs both the seven point seven five (7.75) hour work day and the eleven point zero eight (11.08) hour work day.

THEREFORE the following amendments are made to the provisions of Article 7.01, 7.02, 30.03, 30.04 and 37.02:

1. Amend Article 7.02(g), 30.04(A): 7.02(g), and 37.02 Option I(C): 7.02(g):

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

- |      |     |       |  |
|------|-----|-------|--|
| 7.02 | (g) | (i)   | at least twenty-two point five (22.5) hours off duty on a shift changeover between shifts;   |
|      |     | (ii)  | at least two (2) consecutive days of rest per week;  |
|      |     | (iii) | days of rest on at least two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty; |
|      |     | (iv)  | not more than four (4) consecutive shifts, nor more than five (5) shifts per week."  |

2. Amend Article 7.01(a) and 37.02 Option I(A): 7.01(a) as follows:

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

- |      |  |
|------|--|
| (i)  | either seven point seven-five (7.75) consecutive hours per day or eleven point zero eight (11.08) consecutive hours per day; |
| (ii) | thirty-six point nine eight (36.98) hours per week averaged over one (1) complete cycle of the shift schedule."              |

3. Amend Article 30.03: 7.01(a)(i) and 37.02 Option I(D) as follows:

“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 point zero eight (11.08) hours per day, and in any event, shall be less than thirty-six point nine eight (36.98) hours per week averaged over one (1) complete cycle of the shift schedule.”

4. This agreement may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**ADDENDUM**

**BETWEEN**

**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 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.

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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**ADDENDUM**

**BETWEEN**

**CARITAS HEALTH GROUP (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, exclusive 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 (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."

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 (1) 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 1/2X) her basic rate of pay and at two times (2X) 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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

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

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Local)

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

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

**SALARY APPENDIX**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
<b>Registered Nurse</b>								
<b>Registered Psychiatric Nurse</b>								
Date of Ratification	18.34	18.93	19.47	20.05	20.64	21.20	21.82	22.48
April 1, 1997	19.02	19.64	20.20	20.80	21.41	21.99	22.63	23.32
April 1, 1998	19.66	20.30	20.88	21.50	22.14	22.74	23.39	24.11
<b>Certified Graduate Nurse</b>								
<b>Graduate Psychiatric Nurse</b>								
Date of Ratification	16.92	17.33	17.68	17.94	18.16	18.31	18.59	19.16
April 1, 1997	17.55	17.98	18.34	18.61	18.84	18.99	19.28	19.87
April 1, 1998	18.14	18.58	18.96	19.23	19.47	19.63	19.93	20.54
<b>Assistant Head Nurse</b>								
Date of Ratification	18.93	19.58	20.23	20.87	21.54	22.16	22.86	23.54
April 1, 1997	19.64	20.31	20.98	21.65	22.34	22.99	23.71	24.42
April 1, 1998	20.30	21.00	21.69	22.38	23.10	23.77	24.51	25.25
<b>Head Nurse and Instructor</b>								
Date of Ratification	19.99	20.71	21.41	22.16	22.89	23.63	24.43	25.16
April 1, 1997	20.73	21.48	22.21	22.99	23.74	24.51	25.34	26.10
April 1, 1998	21.44	22.21	22.96	23.77	24.55	25.34	26.20	26.98
<b>Undergraduate Nurse</b>								
Date of Ratification	14.22							
April 1, 1997	14.75							
April 1, 1998	15.25							

**LETTER OF UNDERSTANDING**

**BETWEEN**

**(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**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 Alberta health care 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 September 30, 1994.  
  
          (b)       In the event that the Employer provided the Union with a list of areas 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 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 governing Board of the site concerned.  
  
          The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.
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 governing Board 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 September 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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: UIC SUB PLAN**

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 Provincial Health Authorities 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 not contrary to the Individual Rights Protection Act, and

WHEREAS it is the sincere belief and position of the Provincial Health Authorities of Alberta 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 Provincial Health Authorities of Alberta 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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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



**LETTER OF UNDERSTANDING**

**BETWEEN**

**(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: SERVICE RELOCATION**

When an Employer delivers services from more than one site, and the Employer decides to relocate a service to 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 EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ROYAL ALEXANDRA HOSPITAL**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #33**

**RE: SERVICE RELOCATION**

1. The parties agree that the objective of this letter is to ensure service relocation is accomplished in a fashion which protects the interests of the Employer and the Employee(s).
2. When an Employer delivers services from more than one (1) site (other than different buildings on one (1) site), and the Employer decides to relocate a service to another site or sites, the Employer will give sixty (60) days notice of the effective date of the service relocation. Immediately thereafter the Employer shall consult with the Union and the affected Employee(s) to determine the willingness of such Employee(s) to relocate. Within seventy-two (72) hours following notification, the Employee(s) will indicate whether or not she is willing to relocate.
3. If the Employee(s) does not want to relocate she will be entitled to take a vacant position for which she has the ability to perform the work. Within thirty (30) days from the date of the Employer notice referred to in #2 above, the Employee(s) who does not want to relocate will indicate the position she will take. At the completion of the thirty (30) day selection period, the Employer shall assign the vacant positions. Should more than one (1) Employee(s) with the ability to perform the work indicate the same vacant position, the position shall be assigned on the basis of seniority.
4. If the Employee(s), acting reasonably, does not take a vacancy for which she has the ability to perform the work, within thirty (30) days of the notice referred to in #2 above, or in the event that no vacancy exists or the Employer fails to give the required sixty (60) days notice, the Employee(s) shall have the right to request that the provisions of Article 15 be applicable. Prior to making the request, the Employee(s) shall provide to the Employer, in writing, the reasons for not wanting to take any vacancy for which she has the ability to perform the work. Such request shall not be unreasonably denied, but where granting of the request would jeopardize the viability of the service relocation the request may be denied.
5. 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 seven (7) calendar days of the filing of such grievance, and shall render the decision, in writing, to the parties, within seven (7) calendar days after the completion of the hearing. The parties agree to meet on evenings and weekends to ensure that these timelines are met.
6. In circumstances where the Employer has no other viable option, or where mutually agreed by the Union and the Employer, the Employee(s) shall be required to undergo such relocation until the decision of the arbitrator or Arbitration Board is issued.

7. It is understood and agreed that the posting provisions of Article 14 shall be waived during the thirty (30) day selection period.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: STAFFING ISSUES**

1. Upon request of the Union, a Committee(s) shall be formed by each Employer, comprised of equal numbers of Union and Employer representatives. This Committee(s) shall meet within ten (10) days of the request, to discuss staffing issues pertaining to that Employer. The terms of reference for this Committee(s), including frequency of meetings, shall be established by the Committee(s).
2. The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than thirty (30) days from the original discussion of the particular staffing issue(s).
3. Failing resolution of the issue(s) at the Committee level, the Committee(s) may make recommendations to the Chief Executive Officer, or designate, concerning the staffing issue(s). Recommendations may be made jointly or by either party in the absence of joint agreement on the recommendations. The Chief Executive Officer, or designate, shall respond to the recommendations within ten (10) days.
4. Where the response of the Chief Executive Officer, or designate, is not acceptable to the Union, and the staffing issue(s) pertains to patient care, pursuant to Article 36.01(d), the matter shall be referred to the Professional Responsibility Committee pursuant to Article 36. In accordance with the provisions of Article 36.01(f), the issue may proceed to the governing Board. Time spent at the CEO level shall be considered for the purposes of determining the forty-five (45) calendar days referred to in Article 36.01(f).
5. It is not the intention of this Letter of Understanding to limit the rights existing under this Collective Agreement.

6. This Letter of Understanding shall expire on March 31, 1999, or upon ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EMPLOYER**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: CHARGE DESIGNATION REVIEW COMMITTEE**

1. A Charge Designation Review Committee shall be established, upon the request of the Union, to review the charge designation of a ward or unit that does not have a person who is a Registered Nurse or Registered Psychiatric nurse in charge on a specific shift.
2. The Committee shall determine if the documented charge roles and responsibilities pursuant to Article 16.01(c) accurately reflect the roles and responsibilities of the person designated in charge of the ward or unit. The Committee shall determine whether the person designated is qualified to carry out the actual roles and responsibilities.
3. The Committee shall issue a report which is binding on the parties.
4. The Committee shall be comprised of three (3) members, one (1) appointed by the Employer, and one (1) appointed by the Union. The Chair will be mutually appointed by the parties, failing which the Director of Mediation Services will appoint.
5. Each party shall pay the expenses of their own Nominee and equally share the expenses of the Chairperson.
6. Where the Committee is requested to review a charge designation, they shall convene within thirty (30) days of the request of the Union. Where more than one (1) request for the Committee is made, the request shall be dealt with in order of timing of the requests, and the thirty (30) days may be exceeded as a result.
7. This Letter of Understanding shall expire on March 31, 1999, or on date of ratification of the next Collective Agreement, whichever is later.

8. The Charge Designation Review Committee is a body constituted to provide a method for the settlement of differences pursuant to the terms of Division 22 of the Labour Relations Code.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EMPLOYER**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: SEVERANCE**

**Purpose**

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

**Severance Offering and Eligibility**

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 1999, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of UNA certified regular Employees.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of UNA certified regular Employees, provided that reciprocal transfer agreements are in effect.
4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
  - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay)
  - For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.



### **Severance Approval**

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

### **Operation of the Program**

7. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 15: Layoff and Recall.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

Red circle severance provisions for Employees at the Glenrose until the existing severance provisions expire March 31, 1997.

This Letter of Understanding shall expire on March 31, 1999, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EMPLOYER**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #\_\_\_\_\_**

**RE: TRANSFER OF PROGRAMS**

1. The parties agree that where services or programs are moved between different bargaining units of an Employer(s), which are both represented by a Local of the United Nurses of Alberta and signatory to an agreement containing this provision, or individually by a United Nurses of Alberta Local and a non-United Nurses of Alberta bargaining unit signatory to a Collective Agreement with an identical program transfer provision, the parties will meet to discuss implications for Employees working in those services or programs.
2. In the event that a program or service has been transferred pursuant to #1 Employees affected directly shall have, in addition to rights specified in Article 15, the right to transfer to the newly created positions within the other bargaining unit, to the extent that such positions are available, and to the extent that the affected Employees have the ability to perform the work. If there are remaining vacant newly created positions within the receiving bargaining unit, these positions shall be filled in accordance with the Layoff and Recall provisions in the receiving bargaining unit. If there are remaining vacant newly created positions following this, those Employees indirectly affected by the program or service transfer shall have, in addition to the rights specified in Article 15, the right to transfer to the newly created positions, to the extent that the positions are available and to the extent that the Employees have the ability to perform the work, for up to thirty (30) days from the date of the transfer.
3. An Employee who transfers pursuant to #2 shall be subject to the terms and conditions of the applicable Collective Agreement of the receiving bargaining unit, maintain seniority provisions and shall not be required to serve a probationary period or a trial period.
4. The parties may enter into individual, specific transfer agreements consistent with the principles, terms and conditions contained in this Article, however, it is expressly agreed that in the absence of any transfer agreement, general or specific between the individual parties, the terms and conditions expressed within this Article shall apply in full.

5. This Letter of Understanding shall expire on March 31, 1999, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ALBERTA HOSPITAL EDMONTON**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #183**  
**RE: POSTING FOR RECALL**

The parties hereby agree to amend Article 15 of the Collective Agreement by adding the following provisions.

- 15.08
- (a) Prior to recalling laid off Employees pursuant to Article 15.04(a), regular part-time and regular full-time vacancies shall be offered to all regular Employees. Notices of such vacancies shall be posted for not less than ten (10) calendar days. A copy of each 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 vacancy shall be filled on a temporary basis in accordance with Article 15.04(b).
  - (c) 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. It shall also state the current shift pattern, commencement date, and that the position is posted pursuant to Article 15.08.
  - (d) Requests to transfer to a regular part-time or regular full-time vacancy shall be submitted to the Employer in writing.
  - (e) Transfers shall be awarded to the most senior Employee who has the ability to perform the work.
  - (f) The name of the Employee awarded the transfer shall be posted for not less than eight (8) calendar days. All other applicants for the transfer and the Union shall be informed in writing of the name of the Employee awarded the transfer within five (5) calendar days of the appointment.
  - (g) If no regular Employee who has the ability to do the work requests to transfer into a vacancy, that vacancy shall be offered to laid off Employees in accordance with Article 15.04(a). In no case will a transfer be granted to an Employee with less seniority than laid off Employees.

(h) Article 14 shall have no application to transfers made pursuant to Article 15.08.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ALBERTA HOSPITAL EDMONTON**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #183**  
**RE: 28 DAY RECALL**

The parties hereby agree to amend Article 15.04 of the Collective Agreement as follows:

**15.04      Recalls**

- (a)      When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 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.
- (c)      An Employee on layoff shall have the right to refuse an offer of a work period of twenty-eight (28) calendar days or less without adversely affecting her recall status.
- (d)      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.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**GLENROSE REHABILITATION HOSPITAL**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #32**  
**RE: POSTING FOR RECALL**

The parties hereby agree to amend Article 15 of the Collective Agreement by adding the following provisions.

- 15.08       (a)       Prior to recalling laid off Employees pursuant to Article 15.04(a), regular part-time and regular full-time vacancies shall be offered to all regular Employees. Employees on recall shall also be eligible. Notices of such vacancies shall be posted for not less than ten (10) calendar days. A copy of each 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 vacancy shall be filled on a temporary basis in accordance with Article 15.04(b).
- (c)       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. It shall also state the current shift pattern, commencement date, and that the position is posted pursuant to Article 15.
- (d)       Requests to transfer to a regular part-time or regular full-time vacancy shall be submitted to the Employer in writing.
- (e)       Transfers shall be awarded to the most senior Employee who has the ability to perform the work.
- (f)       The name of the Employee awarded the transfer shall be posted for not less than eight (8) calendar days. All other applicants for the transfer and the Union shall be informed in writing of the name of the Employee awarded the transfer within five (5) calendar days of the appointment.
- (g)       If no regular Employee who has the ability to do the work requests to transfer into a vacancy, that vacancy shall be offered to laid off Employees in accordance with Article 15.04(a). In no case will a transfer be granted to an Employee with less seniority than laid off Employees.



(h) Article 14 shall have no application to transfers made pursuant to Article 15.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**TOFIELD GENERAL AND AUXILIARY HOSPITAL**  
**AND NURSING HOME DISTRICT NO. 47**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #190**  
**RE: POSTING FOR RECALL**

The parties hereby agree to amend Article 15 of the Collective Agreement by adding the following provisions.

- 15.08      (a)      Prior to recalling laid off Employees pursuant to Article 15.04(a), regular part-time and regular full-time vacancies shall be offered to all regular Employees. Notices of such vacancies shall be posted for not less than ten (10) calendar days. A copy of each 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 vacancy shall be filled on a temporary basis in accordance with Article 15.04(b).
- (c)      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. It shall also state the current shift pattern, commencement date, and that the position is posted pursuant to Article 15.08.
- (d)      Requests to transfer to a regular part-time or regular full-time vacancy shall be submitted to the Employer in writing.
- (e)      Transfers shall be awarded to the most senior Employee who has the ability to perform the work.
- (f)      The name of the Employee awarded the transfer shall be posted for not less than eight (8) calendar days. All other applicants for the transfer and the Union shall be informed in writing of the name of the Employee awarded the transfer within five (5) calendar days of the appointment.
- (g)      If no regular Employee who has the ability to do the work requests to transfer into a vacancy, that vacancy shall be offered to laid off Employees in accordance with Article 15.04(a). In no case will a transfer be granted to an Employee with less seniority than laid off Employees.

(h) Article 14 shall have no application to transfers made pursuant to Article 15.08.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**APPENDIX 1**

**RE: ALTERNATE DISPUTE RESOLUTION PROCESS**

The parties agree that the final resolution of issues in a timely, cost effective manner at a stage closest to the problem is desirable. Therefore the parties agree to trial the Alternate Dispute Resolution process as described below.

1. The Alternate Dispute Resolution Process shall be established on a six (6) month trial basis at the Royal Alexandra Hospital, the Foothills Hospital and the Red Deer Regional Hospital.
2. Following attempts to resolve a grievance, at the request of either party, and within ten (10) calendar days of the request, Fred Cuddington, or Bill Currie shall meet with the parties, investigate the dispute, and define the issues in dispute. The party initiating the request shall select one (1) of these two (2) individuals.
3. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
4. The purpose of the individual's involvement in the grievance process is to try and settle the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and will not be used for any other purpose.
5. Within ten (10) days of first meeting the parties, having considered the issue(s) in dispute and the terms of the Collective Agreement, the individual shall issue a report including non-binding recommendations.
6. The expenses of the individual shall be equally borne by both parties.
7. After a period of six (6) months from the date the parties established the process, representatives of the Union Locals and of the Employers involved in the trial will evaluate and make recommendations in a report as to the efficiency, value and outcomes of the Alternate Dispute Resolution Process. Within one (1) month from the completion of the reports, the parties involved in the trial shall determine whether they wish to continue the Alternate Dispute Resolution Process. The reports shall be distributed to the other Employers and Union Locals that are party to the same Collective Agreement language.
8. Where other Employers and the Union mutually agree to use the Alternate Dispute Resolution Process as a result of the recommendations in point #7, a mechanism shall be established as described in point #1 above.

**THIS COLLECTIVE AGREEMENT APPLIES TO THE FOLLOWING: (THE NAMES THAT APPEAR BELOW ARE THE OPERATIONAL NAMES OF THE FACILITIES AND IN NO WAY ALTER OR AFFECT THE APPLICATION, JURISDICTION, DESCRIPTION OR LEGAL NAME THAT APPEARS IN THE ALBERTA LABOUR RELATIONS BOARD CERTIFICATES DEFINING BARGAINING UNITS)**

**Local No.**

**Chinook Health Region**

23	Pincher Creek Hospital
66	Milk River Hospital
72	St. Michael's Health Centre, Lethbridge
82	Fort Macleod Hospital
102	Crowsnest Pass Hospital
120	Lethbridge Regional Hospital
131	Coaldale Community Hospital Association Ltd.
140	Magrath Hospital
152	Picture Butte Hospital
160	Cardston Hospital
164	Taber Hospital

**Palliser Health Authority**

20	Big Country Hospital
70	Medicine Hat Regional Hospital
159	Empress Health Centre
191	Brooks Health Centre

**Headwaters Health Authority**

3	Mineral Springs Hospital, Banff
40	Claresholm General Hospital
65	Oilfields General Hospital
80	High River Hospital & Nursing Home
119	Canmore General Hospital
143	Vulcan Community Health Centre
202	Willow Creek Auxiliary Hospital and Nursing Home

**Calgary Regional Health Authority**

- 1 Bow Valley Centre and Peter Lougheed Centre
- 47 Salvation Army Grace (closed) Site
- 95 Alberta Children's Provincial General Hospital Site
- 115 Foothills Medical Centre Site
- 121 Colonel Belcher, Holy Cross (closed) and Rockyview General Hospital Sites

**Health Authority 5**

- 34 Didsbury District Health Services
- 58 Three Hills District Health Services
- 74 Drumheller District Health Services
- 125 Hanna/Cereal District Health Services

**David Thompson Health Region**

- 2 Red Deer Regional Hospital Centre
- 5 Lacombe Hospital & Care Centre
- 8 Rocky Mountain House Hospital & Care Centre
- 31 Ponoka Hospital & Care Centre
- 43 Olds Hospital & Care Centre
- 45 Bashaw Health Centre
- 59 Innisfail Health Centre
- 134 Sundre Hospital & Care Centre

**East Central Regional Health Authority 7**

- 4 Stettler Health Centre
- 12 Bethany Auxiliary Hospital of Camrose, Alberta and Bethany Nursing Home of Camrose, Alberta
- 15 St. Mary's Hospital, Camrose
- 38 Wainwright Health Centre
- 55 Vermilion Health Centre
- 69 Provost Health Centre
- 78 Islay Health Centre
- 106 Coronation Health Centre
- 141 Consort Health Centre

151	Mannville Health Centre
185	Hardisty Health Centre
186	Daysland Health Centre
190	Tofield Health Centre
192	Killam Health Centre
192	Killam General Hospital Sisters of St. Joseph
195	Viking Health Centre
198	Our Lady of the Rosary, Castor

**WestView Regional Health Authority**

56	Edson & District Health Care Centre
67	Devon General Hospital
75	Seton General Hospital, Jasper
84	Hinton General Hospital
92	Stony Plain Municipal Hospital

**Crossroads Regional Health Authority**

28	Drayton Valley Hospital
62	Leduc Hospital
68	Wetaskiwin Hospital
83	Breton Health Centre

**Capital Health Authority**

11	Caritas Health Group (Misericordia Hospital)
32	Capital Health Authority (Glenrose Rehabilitation Hospital)
33	Capital Health Authority (Royal Alexandra Hospital)
79	Caritas Health Group (The General Hospital (Grey Nuns) of Edmonton)
85	Capital Health Authority (Sturgeon Community Health Centre)

**Aspen Regional Health Authority #11**

16	Boyle Healthcare Centre
73	Westlock Healthcare Centre
100	Westlock Long Term Care Centre
135	Athabasca Healthcare Centre
136	Barrhead Healthcare Centre
145	Mayerthorpe Healthcare Centre
149	Whitecourt Healthcare Centre
149	Fox Creek Healthcare Centre
158	Swan Hills Healthcare Centre

**Lakeland Regional Health Authority**

9	Fort Saskatchewan Health Centre
10	William J. Cadzow Health Centre
22	St. Joseph's General Hospital
24	Myrnam Health Centre
24	St. Therese Health Centre
26	Elk Point Health Centre
29	Lamont Health Care Centre
35	Two Hills Health Centre
49	Lamont Health Care Centre
76	Cold Lake Health Centre
77	George McDougall Memorial Health Centre
79	Radway Health Centre
86	Bonnyville Health Centre
122	Glendon Health Centre
128	Redwater Health Centre
133	Our Lady's Health Centre



**Mistahia Health Region**

6	Valleyview Health Centre
37	Queen Elizabeth II Hospital
41	Central Peace General Hospital
51	Beaverlodge Municipal Hospital
52	Grimshaw/Berwyn & District Hospital
63	Grande Cache General Hospital
64	Fairview Health Complex

**Peace Health Region**

13	Manning Community Health Centre
30	Peace River Community Health Centre
116	Sacred Heart Community Health Centre
199	Peace River Community Health Centre (Auxiliary)

**Keeweenok Lakes Regional Health Authority #15**

17	High Prairie Health Complex
60	Slave Lake General Hospital/Wabasca Desmarais General Hospital

**Northern Lights Regional Health Authority**

96	Northern Lights Regional Health Centre
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**Northwestern Health Services Region**

124	High Level General Hospital
124	St. Theresa General Hospital, Fort Vermilion

**Provincial Mental Health Advisory Board**

183	Alberta Hospital Edmonton Site Under the Authority of the Provincial Mental Health Advisory Board
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