

COLLECTIVE AGREEMENT

BINDING THE

UNITED NURSES OF ALBERTA
LOCALS **#91, #99, #118, #150, #154**

AND THE

THE **BETHANY** CARE SOCIETY - CALGARY
ST. JOSEPH'S AUXILIARY HOSPITAL
THE CAPITAL CARE GROUP
ST. MICHAEL'S EXTENDED CARE CENTRE
YOUVILLE NURSING HOME

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")

AND

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

PREAMBLE

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

AND WHEREAS the parties 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 Employer exchange notice of ratification by their principals of the terms of this 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 "Administrator" shall mean the Chief Operating Officer responsible for the day to day activities of the Facility.
- 2.03 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.
- 2.04 "Arbitration" and "Adjudication" shall take meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication", where applicable.
- 2.05 "Basic rate of pay" is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.

- 2.06 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer, At the **time of hire each Employee shall be assigned by the Employer** to one of the following categories: 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.
- 2.07 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Institution.
- 2.08 (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and Regulations.
- (b) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the Health Disciplines Act (Alberta) and Regulations.
- (c) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.09 (a) “Institution” means the organization named as the Employer in the certificate of the Labour Relations Board.
- (b) “Facility” means each individual site operated by the Employer, that is covered by the Collective Agreement.
- 2.10 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and who holds an annual certificate.

- 2.11 “Registered Psychiatric **Nurse**” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Disciplines Act (Alberta) and who holds an annual certificate.
- 2.12 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.13 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.14 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.15 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.16 “Cycle of the shift schedule” shall mean the period of time when the shift cycle repeats itself. In those situations where the shift cycle does not repeat itself the term “cycle of the shift schedule” shall be understood to mean a period of time not to exceed 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 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business of the Institution in all respects, unless otherwise provided by this Collective Agreement. Without limiting the gen-

erality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

4.02 The Employer shall exercise his rights pursuant to this Collective Agreement in a manner which is fair and reasonable.

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 specifying 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 monthly, a listing of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual);
 - (iv) Regular Hours of Work; and
 - (v) Date of Hire.
- 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 Union dues shall be deducted on a bi-weekly basis and submitted to the Union in accordance with Article 5.01(a)
- 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/resident/client 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 a 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. For such leave, upon request:
- (i) pension contributions shall continue uninterrupted; and
 - (ii) a repayment plan for the Employee share of contribution shall be established.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
- (c) All such leave shall be without pay.

ARTICLE 6: NO DISCRIMINATION

6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual preference, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

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 the overtime rate, in accordance with Article 8 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 the overtime rate, in accordance with Article 8 rather than at straight time: or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8.
- (e) 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.
- (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) Notwithstanding Article 7.02(h), in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- (j) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 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 overtime rate in, accordance with Article 8 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 both orally and in writing 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 overtime rate in accordance with Article 8 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 both orally and in writing 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 prior to the commencement of the shift, is requested by the Employer to leave and report for a later shift, 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 over-

time 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 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: COMMITTEE PARTICIPATION

9.01 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. Such participation shall be voluntary.

ARTICLE 10: TRANSPORTATION

10.01 An Employee who normally travels from the Facility 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 Facility to her place of residence.

- 10.02 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed pursuant to Article 10.01 and for other reasonable expenses related to the use of her private automobile while performing those assigned duties.

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 fifty-four point two five (54.25) hours of patient/resident/client care shall be under guidance or supervision of which twenty-three point two five (23.25) hours shall be on day shift.

ARTICLE 12: SENIORITY

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

- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).

12.02 Seniority shall determine:

- (a) assignment of available shift schedules subject to the provisions of Article 7;
- (b) promotion 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; and
- (d) approval of vacation times subject to the provisions specified in Article 17;

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

- (a) when an Employee resigns from the Institution;
- (b) upon the expiry of twelve (12) months following lay-off 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 15.01(a) or 15.02(b).

(b) Contents **of** Seniority Lists

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

(c) Correction **of** Seniority Lists

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

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

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

ARTICLE 13: EVALUATIONS

- 13.01 (a) Each Employee shall receive a yearly evaluation.
- (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 all regular and temporary 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 Facility, 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 regular 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/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating shifts, the first two (2) shifts shall be day shifts, and in addition the Employee's first shift on evenings or nights shall be under guidance or supervision.

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

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

ARTICLE 15: LAYOFF AND RECALL

15.01 Notice

(a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(b) Where the layoff results from an Act of God, fire or flood, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.

- 15.02 (a) Subject to the provisions of Article 15.02(b), lay-off 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 lay-off 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 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 has the ability to perform the work. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the work before offering the work to a casual Employee. 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 either by mail or courier 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, and 14.
- (b) Where an Employee works while on lay-off in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.01(a) while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall be served with notice under Article 15.01 after she has advised the Employer of her readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY

16.01 Charge Pay

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

16.02 (a) When an Employee is assigned to replace another Employee in a higher paid classification for one 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 April in each calendar year and concluding on the last day of March 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 employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year 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 April 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 in writing 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 March 31 in the preceding 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 April in the current 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) Regular and temporary 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 Holiday	

and any day proclaimed to be a holiday by:

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

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

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

- 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) Unless otherwise requested, 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 maxi-

imum 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 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 place her in the same position held by her immediately prior to her 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 place her in an existing position for which she is capable of performing the work entailed;
- (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 L.T.D.I. 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.

(c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.

19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her accrued sick leave credits.

19.09 Sick leave credits shall not accumulate during periods of illness or injury.

19.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon her termination.

19.11 When an Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization

by the Employer. She may be required to submit satisfactory proof of such appointment.

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

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 place 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 place 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, and 14.

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 Alberta Healthcare Association Benefits Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);

- (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [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 Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.
- 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 or disability benefits. 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.
- (d) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work, she will be treated in every respect the same as any other Employee on sick leave or on disability benefits.

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) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) The Employee may commence paternity leave 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 em-

ployment 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 22.03(d), 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) With the exception of a leave of absence for Union business, and the health related portion of maternity leave, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

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 suspen-

sion 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. The Employee shall be advised of this right at the time of the scheduling of the meeting.
- 23.07 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent for three (3) consecutive scheduled work days without good and proper reason and without

notifying the Employer shall be considered to have terminated her services with the Employer.

- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days notice in writing, shall be given by the Employee resigning from the Institution.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17.04.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

- 25.01 (a) Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 (A) Upon obtaining her Alberta Registered Psychiatric Nurse designation:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her registration examinations or her most recent date of employment, whichever is later; and
 - (b) in all other cases, a nurse who is not registered on her date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for her Alberta Registration with the Employer or her most recent date of employment, whichever is later.

(B) Upon becoming registered by the Alberta Association of Registered Nurses, a Temporary Permit Holder (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 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.
- 25.07 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employers information 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 tide post secondary educational institutions.

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course (including mid-wife course)	35¢
Active registration in the AARN and eligible for active registration in the RPNAA (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) year's 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: Lay-off 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 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. Pro-

vided 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 2.06(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (d) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid three (3) hours' pay at the Employee's basic rate of pay.
- 30.06 (a) Part-time Employees and casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven-five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1711.50) regular hours actually worked to the maximum increment granted full-time Employees.
- (b) For part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.06(a).

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

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

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

- (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 % 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 April 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) Unless otherwise requested an Employee shall be scheduled so as to provide her with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) **above, shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).**"

30.11 Amend Article 19.02 to read:

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

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

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 Communication

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

32.02 *Definition of Time Periods*

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

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

(a) Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the

Employee shall first seek to settle the dispute through discussion with the unit supervisor. If the dispute is not resolved satisfactorily, within two (2) days of the date of the discussion, 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 twelve (12) 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 Director of the Department shall meet with the Union within five (5) days of receipt of the grievance to attempt to settle the dispute. The decision of the Director shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) Step 3

The written grievance, within seven (7) days of receipt of the decision of the Director under Step 2, may be advanced to the Administrator. The Administrator shall meet with the Union within five (5) days of receipt of the grievance to attempt to settle the dispute. The decision of the Administrator shall be communicated, in writing, to the Union within seven (7) days of the submission.

(d) Step 4

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

- (e) When 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 Director of the Department or Local Union President, by a representative of the aggrieved party within twelve (12) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 *Default*

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

32.06 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five (5) days of the request,

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be borne equally by the parties to the dispute.

ARTICLE 33: ARBITRATION

33.01 Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing of its intention to do so, and shall nominate an individual to serve as a sole arbitrator.

33.02 The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within seven (7) days of the receipt of notification provided for in Article 33.01 above, the parties shall request the Director of Mediation Services to appoint an arbitrator.

33.03 At the request of either party, a three person Arbitration board, rather than a sole arbitrator shall be used. The party requesting the use of an Arbitration Board shall indicate to the other party, within five (5) days of the grievance

being advanced to arbitration, their nominee to the Arbitration Board. The other party shall respond, within five (5) days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.02.

- 33.04 After a sole arbitrator/Arbitration Board has been selected in accordance with the above procedure, she/they 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 a 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 sole 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 a sole 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 sole arbitrator or Board may substitute any penalty for the discharge or discipline that to her/them seems just and reasonable in all the circumstances.
- 33.07 The fees and expenses of the sole arbitrator shall be borne equally by the two parties. Where an Arbitration Board is used, each of the parties shall bear the expenses of its appointee to an Arbitration Board, and the fees and expenses of the chairperson shall be borne equally by the two (2) parties.

- 33.08 Any of the time limits herein contained in the Arbitration proceedings may be extended only if mutually agreed to in writing by the parties.
- 33.09 For the purposes 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 and adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Board of Trustees of the Hospital concerned. The Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.

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

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

34.04 No regularly scheduled shift shall begin or end between the hours of twenty-four hundred (2400) and zero six hundred (0600) hours without prior consultation with the Union.

34.05 The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and 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 Employ-

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

Darrell Lang

Pat Cherry

Kevin Davediuk

Wendy Mason

Grant Sinclair

H e a t h e r S m i t h

Sherlynn Mackintosh

Sheila Bailey

Marilyn Coady

Bridget Faherty

Kathy James

Beryl Scott

David Harrigan

(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.

36.03 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body.

ARTICLE 37: JOB DESCRIPTION

37.01 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in charge. 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 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee shall be established with at least three (3) and up to five (5) Employees elected by the Union and equal number representatives of the Employer. A Chairwoman shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving a written complaint or concern regarding patient/resident/client 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/resident/client care.
- (e) Where a complaint or concern 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 a complaint or concern 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 the complaint or concern to the Board of Trustees of the Institution concerned. The Board of Trustees will then give their reply to the Professional Responsibility Committee within fourteen (14) calendar days.

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

- (i) Cardio-Pulmonary Resuscitation
 - (ii) Fire (hands on experience with equipment except where not required by the Institution's established written fire procedures)
 - (iii) Evacuation and disaster procedures
 - (iv) Proper lifting and and transferring and prevention of 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 prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the pension plan to the Employees.
- (e) The Employer shall make available in each Facility no fewer than five (5) current nursing journals.

LETTER OF UNDERSTANDING
BETWEEN

EMPLOYER

AND

THE 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:

- I. (a) Except as provided in (b) below, for the purposes of application of Article 34.02, the Employer shall provide the Union with a list of areas in the institution that the Employer has designated as a ward or unit, Such list shall be provided to the Union no later than October 31, 1994.
- (b) In the event that the Employer provided the Union with a list of areas in the institution that the Employer has designated as a ward or unit under the terms of a prior collective agreement, and the ward or unit designation was resolved or remains in the process of

being resolved, the Employer shall not be required to provide a list pursuant to l(a), and the provisions of #2 to #7 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas in the institution designated as a ward or unit under the terms of a prior collective agreement, as information only.

2. If any concerns regarding Employee safety relative to the application of Article 34.02 are identified by the Union, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.
3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (30) days of receipt of the written notification pursuant to #1 and #8, to the Board of Trustees of the institution concerned.
The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.
4. Failing resolution of the dispute between the parties, pursuant to #3 above, the Union may advance the dispute within thirty (30) days of response from the Board of Trustees to arbitration in accordance with Article 33 of this Collective Agreement.
5. In hearing the dispute pursuant to #4 above, the Board of Arbitration shall consider whether the designation of a ward or unit is appropriate in the circumstances in order to satisfy the requirements of Article 34.02 as it pertains to Employee safety.
6. Should the Board of Arbitration find that the Employer's designation of a ward or unit is inappropriate, the matter shall be returned to the parties for a period of thirty (30) days during which the Employer and the Union will attempt to again resolve the matter.

7. Should the parties fail to resolve the matter within the **thirty (30) day period, the Board of Arbitration shall** render a decision in this regard.
8. Should the Employer alter the designation of a ward or unit during the term of this agreement, subsequent to October 31, 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.

LETTER OF UNDERSTANDING
BETWEEN

EMPLOYER

AND

THE 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.

**LETTER OF UNDERSTANDING
BETWEEN**

EMPLOYER

AND

THE 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) Employees are only eligible for severance where they are regularly employed in the same job classification in which permanent reductions are required.
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.

**LETTER OF UNDERSTANDING
BETWEEN**

EMPLOYER

AND

THE UNITED NURSES OF ALBERTA, LOCAL #_____

**RE: ON-CALL DUTY, CALL BACK, UNIFORMS,
AMBULANCE DUTY**

In the event that it becomes necessary for the Employer to implement working conditions regarding on-call duty, call hack, uniforms, or ambulance duty, the Employer shall first meet with the Union and enter into negotiations regarding specific Local conditions to address these issues. Such Local conditions shall be no lesser than the conditions found in Collective Agreements between United Nurses of Alberta Locals and the appropriate Regional Health Authority.

- (c) 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 a similar 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.

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

**LETTER OF UNDERSTANDING
BETWEEN**

ST. MICHAEL'S EXTENDED CARE - EDMONTON

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #150
(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 7.02(a) as follows:
"7.02 (a) The Employer may, subject to Articles 7.04(a) and 7.04(b), temporarily (for not more than three [3] months) assign Employees to any or all shifts during the twenty-four (24) hours of the day."
2. Article 7.02(c) to 7.02(f) inclusive to be replaced by the following:
"7.02 (c) Subject to #1 above, seniority shall be the deciding factor in the allocation of an exclusive shift pattern as follows within a ward or unit:
 - (i) Days
 - (ii) Evenings
 - (iii) Nights.

- (d) Once an Employee has been allocated an exclusive shift pattern, seniority shall be considered only when a vacancy occurs on her ward or unit and a request for a change shall be given precedence over the requirements set out in Article 14.01(a) and 14.02(a)."

**LETTER OF UNDERSTANDING
BETWEEN**

YOUVILLE HOME (GREY NUNS) OF ST. ALBERT

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #154
(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 7.02(d) to (f) inclusive as follows:

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

(i) Permanent days

(ii) Permanent evenings

(iii) Permanent nights

(e) Shall not apply

(f) Shall not apply”

2. (A) Amend Article 7.02(g) to read:

“7.02 (g) Except in cases of emergency or by mutual agreement between the Union 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, except that, once in a four (4) week period, there may be a single day of rest;
- (iii) days of rest on alternate extended weekends. "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."

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

3. Amend Article 29; Pension Plan to read:

"29.01 The Employer shall continue the Pension Plan to provide benefits for participating Employees, providing 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 Plan.

29.02 Contributions to the plan shall be shared equally, with fifty percent (50%) paid by the Employer and fifty percent (50%) paid by the Employee.

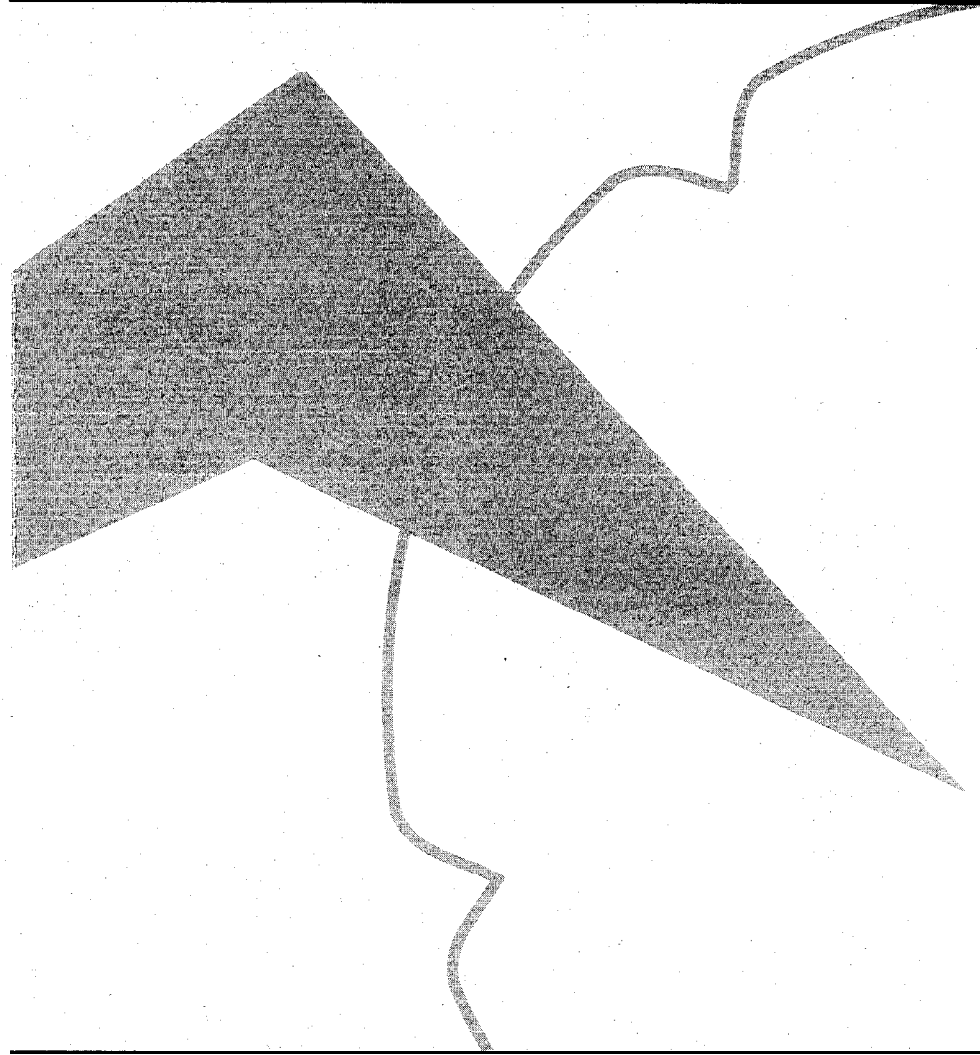
29.03 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring, and when there are changes to the Plan."

SALARY APPENDIX

Year Year Year Year Year Year Year Year Year Year Year Year

Registered Psychiatric Nurse	19.02	19.64	20.20	20.80	21.41	21.99	22.63	23.32	April 1, 1997
Certified Graduate Nurse	19.66	20.30	20.88	21.50	22.14	22.74	23.39	24.11	April 1, 1998
Graduate Psychiatric Nurse	17.55	17.98	18.34	18.61	18.84	18.99	19.28	19.87	April 1, 1997
Assistant Head Nurse	18.14	18.58	18.96	19.23	19.47	19.63	19.93	20.54	April 1, 1998
Head Nurse and Instructor	19.64	20.31	20.98	21.65	22.34	22.99	23.71	24.42	April 1, 1997
Undergraduate Nurse	20.30	21.00	21.69	22.38	23.10	23.77	24.51	25.25	April 1, 1998
	20.73	21.48	22.21	22.99	23.74	24.51	25.34	26.10	April 1, 1997
	21.44	22.21	22.96	23.77	24.55	25.34	26.20	26.98	April 1, 1998
	14.75								April 1, 1997
	15.25								April 1, 1998

SHORT TERM DISABILITY PLAN



This insert is intended as a summary of your Short Term Disability Insurance Plan. If there is a difference between this summary and the actual insurance policy, the latter will prevail.



Bethany
Care Society

You have sickness and disability benefits from two different sources:

- PHAA Disability Insurance Plans.
- Government Plans.

PHAA DISABILITY INSURANCE PLANS

There are two disability benefit programs in the PHAA Plan They are:

- Short Term Disability Insurance.
- Long Term Disability Insurance.

This booklet describes the benefits available under the Short Term Disability Plan.

AM I ELIGIBLE?

Regular employees under the age of 65 who work an average of 15 hours or more per week on a regularly scheduled basis are eligible to participate in the Short Term Disability Plan. Temporary employees whose term of employment is at least six months and who work 15 hours or more per week may be eligible for the Short Term Disability Benefits, in accordance with the appropriate collective agreements and/or Employer policy.

WHEN DOES COVERAGE BEGIN?

Your coverage in the Short Term Disability plan will be effective upon completion of the waiting period specified by your employer. Remember, you must complete the necessary enrollment documentation before coverage can begin.

If you are not actively at work on the date your coverage would commence, it will not be effective until you return to work.

WHAT IS SHORT TERM DISABILITY (STD)?

Short Term Disability (STD) benefits may be available if you are absent from work due to illness or injury. They begin after your sick leave benefits end.

If you are placed in hospital, or if your disability is due to an accident, STD benefits begin immediately after the expiry of your sick leave benefits. If your disability is due to illness and you are not hospitalized, STD benefits will begin after your sick leave benefits end, or after 14 calendar days, whichever is later.

You may receive STD benefits for up to 24 weeks from your date of disability. After that, you may be eligible to receive Long Term Disability benefits.

WHAT AMOUNT WILL I RECEIVE?

The STD benefit is 66 2/3% of your regular weekly earnings, to a maximum of \$1,539 per week.

There are limits on the amounts of certain incomes you can receive while receiving STD benefits. Your weekly STD benefit may be reduced by other income that you receive during your disability.

Your STD benefit will first be reduced by:

- disability or retirement benefits that you are entitled to under the Canada or Quebec Pension Plan;
- benefits received under any Workers' Compensation Act;
- accrued sick leave benefits paid by your employer.

Your STD benefit will then be reduced to the extent that it, together with the other income listed below, exceeds 100% of your total regular weekly earnings.

- loss of income benefits available through legislation to which you and/or any other members of your family are entitled to for your disability, including automobile insurance benefits where permitted by law;
- disability benefits under a plan of insurance available through membership in an association;
- employment income, disability benefits or retirement benefits related to any employment, except for deferred compensation benefits.

WILL STD BENEFITS RESUME IF MY DISABILITY RECURS?

Yes, if you recover and return to work after receiving STD benefits, but within 14 days are again disabled due to the same or related causes, your benefits will resume immediately.

ARE THERE ANY EXCLUSIONS?

Short Term Disability benefits will not be available if:

- the disability occurs before your coverage starts or after it ends;
- you choose not to participate in a recommended rehabilitation program;
- you are not under the care of a physician or you are not actively participating in a reasonable treatment program. Depending on the

If the group insurance policy terminates or if your employer ceases to participate in the PHAA Benefit Plan prior to your completing your conversion, then the amount of the individual policy which you will be able to obtain is further limited to three times your maximum pensionable earnings for the Canada Pension Plan.

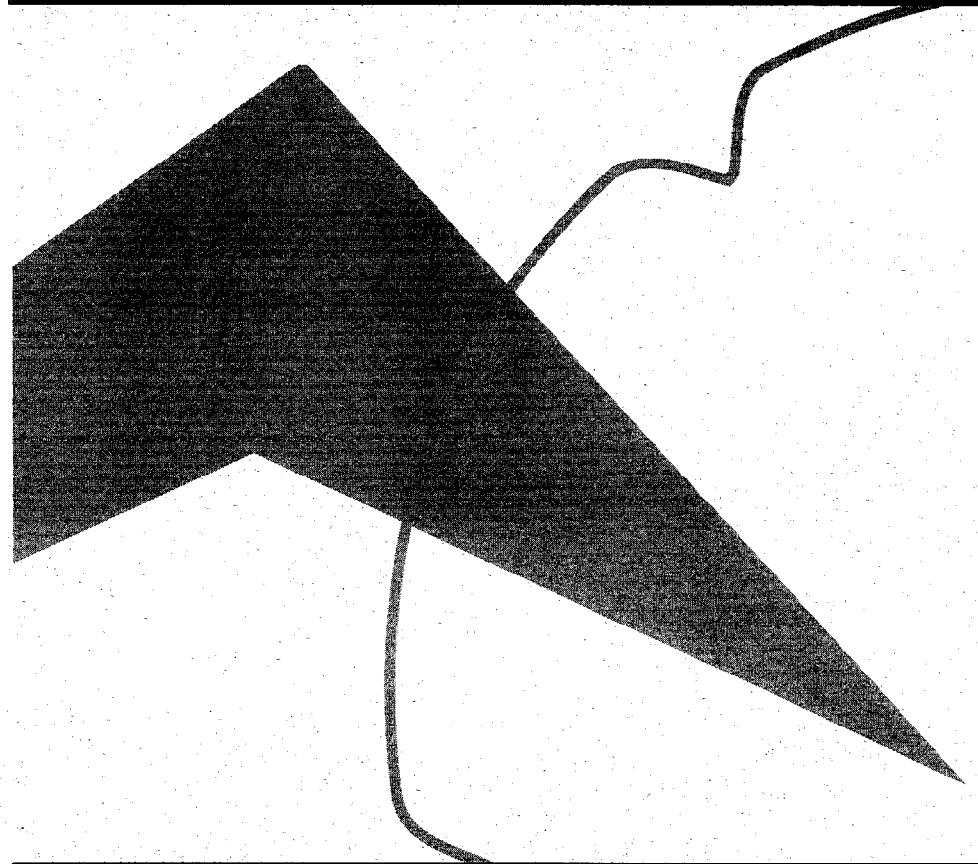
In order to convert your life insurance coverage to an individual policy within 31 days after the termination of your group insurance, you must apply to the insurance company in writing and submit your first premium payment.

ARE THERE ANY OTHER LIFE INSURANCE BENEFITS AVAILABLE?

Yes! In addition to the PHAA Basic and Optional Group Life Insurance Benefits, there are also a variety of benefits available through government plans. If you have contributed, you will have benefits through the Canada Pension Plan and Local Authorities Pension Plan in the event of your death. If your death is the result of a work-related injury or illness, your family may also qualify for a death benefit through Workers' Compensation.

This insert is intended as a summary of your Life Insurance benefits. If there is a variance between this summary and the plan documents, the latter will prevail.

GROUP LIFE INSURANCE PLAN



6 Bethany
Care Society

PHAA GROUP LIFE INSURANCE PLAN

There are two categories of life insurance in the PHAA Benefit Plan.

- Basic Life Insurance
- Optional Life Insurance

If you are an eligible employee, you have Basic Life Insurance in the amount of one-times (1x) your basic annual earnings. If you have the Optional Life Insurance, then you another one times (1x) your basic annual earnings in coverage. However, the actual amount of coverage under the Optional Life Insurance may vary by facility and employee group. Please confirm your coverage with your employer.

When you became eligible for the PHAA Employee Benefit Plan, you were asked to fill out and sign a number of forms related to your benefits. Under the Life Insurance coverage, the person(s) that you named as your beneficiary on your enrollment card will receive a sum of money if you should die while insured.

You can change your beneficiary at any time by simply contacting your employer and completing a new enrollment card or appointment of beneficiary card.

AM I ELIGIBLE?

If you are a regular employee, under the age of 65 and work an average of at least 15 hours per week on a regularly scheduled basis, then you are eligible to participate in the Group Life Insurance Plan.

If you are a temporary employee, you may also be eligible for coverage. If your term of employment is six months or more, and you work more than 15 hours a week on a regularly scheduled basis, then you are eligible to participate in the Group Life Insurance Plan, if there has been a provision made in the appropriate collective agreement or Employer policy for you to do so. Other temporary and casual employees cannot participate in the plan.

WHEN DOES COVERAGE BEGIN?

Basic Insurance

When you have completed the necessary waiting period set by your employer, you will be covered under the Group Life Insurance Plan. It is important to remember that coverage cannot begin until you fill out all the enrollment forms.

Optional Life Insurance

Some employers offer Optional Life Insurance. If you decide to purchase Optional Life Insurance in addition to Basic Life Insurance, please contact your employer. You must enroll the Optional Life Insurance Plan within 31 days of becoming eligible for the Employee Benefit Plan, or within 31 days of acquiring your first new dependent - spouse or child. If you do not enroll within one of these two-time periods and decide at a later date that you would like Optional Life Insurance, you have to submit evidence of your insurability to the insurance company. Your Optional Life Insurance will not become effective until the insurance company has approved your application.

If you are not actively at work on the date that your insurance would otherwise take effect, your coverage will not be effective until you return to work.

WHAT IF I BECOME DISABLED AND CANNOT PAY MY INSURANCE PREMIUMS?

If you become totally disabled, your Life Insurance coverage may continue with no further premium payments from the second full calendar month following the expiry of your sick leave benefits. This is known as a Waiver of Premium provision. It will continue until you are 65 as long as you are totally disabled and continue to receive Long Term Disability benefits.

There are two definitions of totally disabled. First, you are considered to be totally disabled if, during the first 24 months of disability, you are unable to perform the regular duties of your job because of illness or injury. After 24

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

HOW DO I SUBMIT A CLAIM?

Claim forms can be obtained from your employer and must be submitted within one year of the loss. As death benefits under this plan will be paid to your designated beneficiary or estate, you may want to review your benefit package with them and advise them to contact your employer in the event of your death.

The insurance company for the PHAA Accidental Death and Dismemberment Plan is Seaboard Life Insurance Company. The policy number for the Basic and Optional Accidental Death and Dismemberment coverage is 119-1600; for the Voluntary Death and Dismemberment it is 119-1601.

WHEN DOES INSURANCE COVERAGE END?

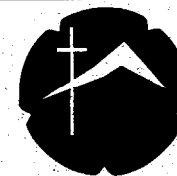
Your coverage under the Basic, Optional, and Voluntary Accidental Death and Dismemberment Insurance plans terminates on the earliest of the following:

- a. the date the policy terminates;
- b. the date, your employment terminates;
- c. your 65th birthday;
- d. the date your employment status changes so that you are no longer eligible for coverage; or
- e. the premium due date on which you fail to contribute your share of premiums.

For Voluntary Accidental Death and Dismemberment only, insurance will cease on the following dates, if earlier than those described above:

- a. the date you cancel this coverage; or
- b. for your dependents, the date they no longer qualify as eligible dependents.

This insert is intended as a Summary of your Accidental Death and Dismemberment benefits. If there is a difference between this summary and the actual insurance policies, the latter will prevail.



ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Accidental Death and Dismemberment benefits may be available through three sources:

- a. Basic accidental death and dismemberment insurance.
- b. Optional accidental death and dismemberment insurance.
- c. Voluntary accidental death and dismemberment insurance.

AM I ELIGIBLE?

If you are a regular employee under the age of 65, working an average of at least 15 hours a week on a regularly scheduled basis, you are eligible to participate in the Accidental Death and Dismemberment Insurance plan.

Temporary employees may also be eligible for these benefits. To be eligible in this category, your term of employment must be six months or more, you must work 15 or more hours a week on a regularly scheduled basis, and there must be provision for this benefit in the appropriate collective agreement and/or Employer policy.

WHEN DOES COVERAGE BEGIN-?

Basic Accidental Death and Dismemberment coverage automatically begins when you are enrolled for Basic Life Insurance. Likewise, Optional Accidental Death, and Dismemberment coverage commences when you enroll for Optional Life Insurance.

If Voluntary Accidental Death and Dismemberment is offered by your employer, you can enroll in Voluntary Accidental Death and Dismemberment Insurance when you first become eligible, or at any time afterwards. If you choose the family option under the Voluntary Accidental Death and Dismemberment Plan, then coverage for your eligible dependents will begin at the same time that your coverage does.

If you are not actively at work on the date your insurance would otherwise take effect, you will not be covered until you return to work.

WHAT IS COVERED UNDER THIS PLAN?

Basic and Optional Accidental Death and Dismemberment.

If you should die as a result of an accident while you are insured the person(s) that you named as your beneficiary on your PHAA Benefit Plan Enrollment Card, or your estate, will receive a sum of money equal to the amount of your basic life insurance coverage.

If, as the result of an accident, you experience an injury that results in a loss of, or permanent and total loss of use as described in the table below, then you will receive a sum of money in accordance with the table.

<u>Loss</u>	<u>Amount of Coverage</u>
Both hands or both feet	The Principal Sum
Entire sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and the entire sight of one eye	The Principal Sum
One foot and the entire sight of one eye	The Principal Sum
Speech and hearing	The Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot	2/3 Principal Sum
Entire sight of one eye	2/3 Principal Sum
Speech or hearing	1/2 Principal Sum
Thumb and index finger of either hand	1/3 Principal Sum

The Principal Sum is an amount that is equal to the amount of insurance that you have under your Basic and Optional Life Insurance. If more than one of the above losses occurs as the result of a single accident, this policy will pay only the largest specified amount.

There are some definitions that must be adhered to in order for you to receive benefits.

Injury means bodily injury caused by an accident which results, directly and independently of all other causes, in loss. You must be insured when this accident occurs in order to be covered.

Loss of a hand or foot means complete severance at or above the wrist or ankle joint, but below the elbow or knee joint. Loss of an arm or leg means complete severance at or above the elbow or knee joint. Loss of a thumb and index finger means complete severance at or above the first phalange. Loss of sight of an eye means the irrecoverable loss of the entire sight; loss of speech means the total and irrecoverable loss; likewise, loss of hearing means the total and irrecoverable loss of hearing in both ears.

Loss of use means a permanent, total and irrecoverable loss of use which has been continuous for a period of 12 months from the date of the accident.

AM I COVERED DURING AIR TRAVEL ?

Yes. If you are a passenger, pilot or crew member and receive injuries while travelling by air, you are covered. Please note that the aircraft must have a valid airworthiness certificate, and, must be piloted by a person holding a current, valid pilot's license.

LONG TERM DISABILITY PLAN

DOES INSURANCE CONTINUE DURING LEAVE OR LAY-OFF?

Yes. If you are absent from work due to a temporary lay-off or an approved leave of absence, you may apply for continued coverage, providing you pay the full premiums, during:

- a. an educational leave of absence of up to eighteen months;
- b. a lay-off of up to twelve months; or
- c. a maternity or parental leave of up to nine months; or
- d. a personal leave of absence of up to six months.

Insurance coverage may also continue during other temporary work stoppages. However, this continuation is subject to the approval of your employer and the insurance company.

If you become totally disabled during an unpaid temporary work stoppage, the qualifying period starts on the date of your disability. However, benefits will not start until the qualifying period has been completed or the date of your scheduled return to work, whichever is later.

WHEN DOES DISABILITY INSURANCE COVERAGE END?

Your coverage under the Long Term Disability Plan terminates at the earliest of the following:

- a. the date the policy terminates;
- b. the date your employment terminates;
- c. your 65th birthday;
- d. the date your employment status changes so that you are no longer eligible for coverage; or
- e. the premium due date on which you fail to contribute your share of the premiums.

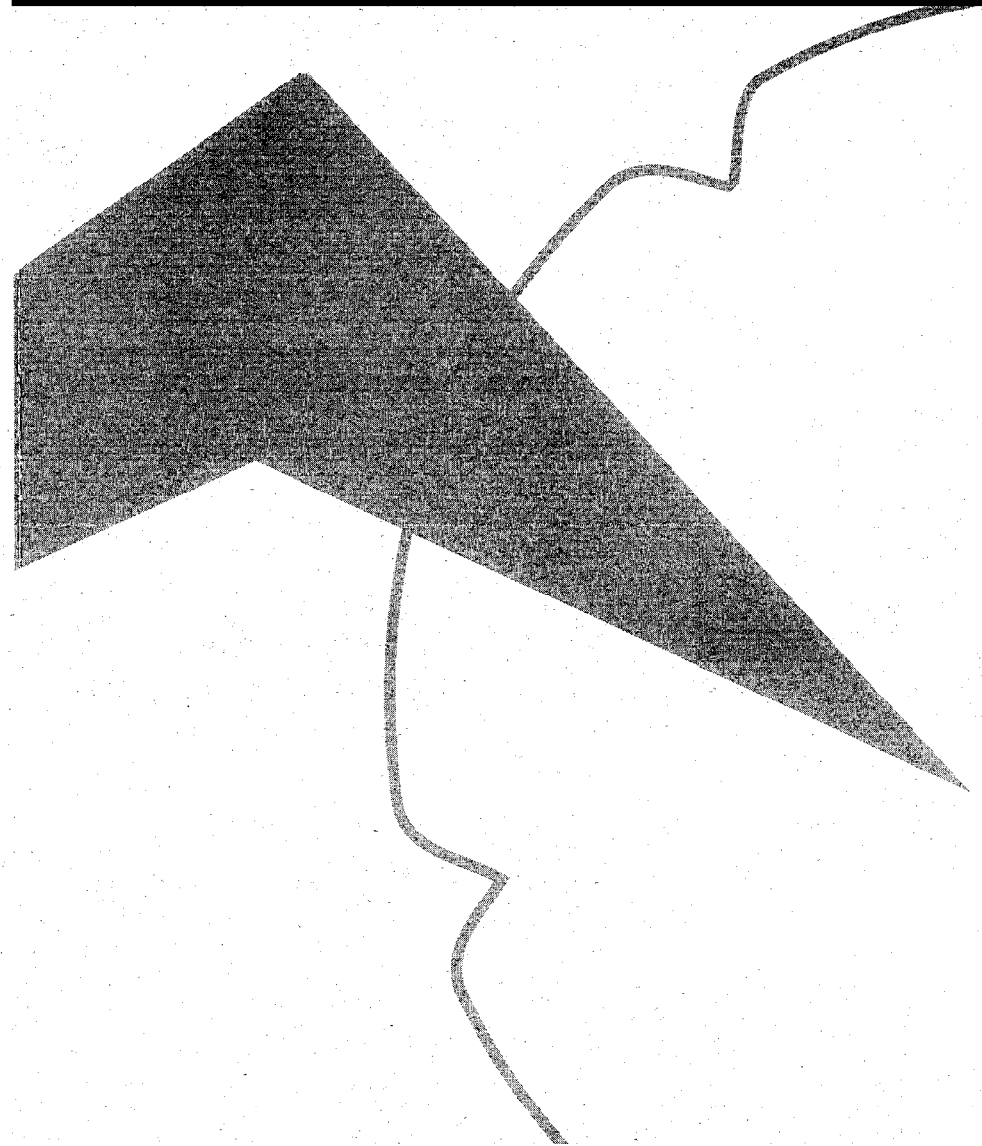
ARE DISABILITY BENEFITS PAID FROM ANY OTHER PLANS?

Yes. Disability benefits may be received from Canada Pension Plan. However, this is only the case if your disability is so severe and prolonged that you are unable to secure regular, substantially gainful employment. The CPP disability benefit begins at the fourth month of disability.

In addition, you may be eligible for maternity benefits or disability benefits from the Unemployment Insurance Commission (UIC).

If your disability is the result of a work related illness or injury, you may receive a monthly income from Workers' Compensation.

This insert is intended as a summary of your Long Term Disability Insurance P/an. If there is a difference between this summary and the actual insurance policy, the latter will prevail.



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You have sickness and disability benefits from two different sources:

- PHAA Disability Insurance Plans.
- Government Plans.

PHAA LONG TERM DISABILITY INSURANCE PLAN:

AM I ELIGIBLE?

Regular employees under the age of 65 who work an average of 15 hours or more per week on a regularly scheduled basis are eligible to participate in the Long Term Disability Plan. Temporary employees whose term of employment is at least six months and who work 15 hours or more per week may be eligible for Long Term Disability Benefits, in accordance with the appropriate collective agreements and/or Employer policy.

WHEN DOES COVERAGE BEGIN?

Your coverage in the Long Term Disability plan will be effective upon completion of the waiting period specified by your employer. Remember, you must complete the necessary enrollment documentation before coverage can begin.

If you are not actively at work on the date your coverage would commence, it will not be effective until you return to work.

WHAT IS LONG TERM DISABILITY (LTD)?

This is a benefit that begins if, after 24 weeks of total disability, you are still unable to work. If the disability is not continuous, the days you are disabled can be accumulated to satisfy the 24 week qualifying period as long as no interruption is longer than 31 days and the disabilities arise from the same illness or injury. It is not necessary for you to be confined to your home during the period of your disability, but you must be under the care of a physician.

Within the 24-week qualifying period, and for the next 24 months, you will be considered totally disabled if illness or injury prevents you from performing most of the regular duties of your own job. By most of your regular duties, the insurance company means that you must be unable to perform duties that took up at least 60% of your time. 'Duties include only those you regularly performed prior to your disability.

After you have received LTD benefits for 24 months, you are considered totally disabled if you are unable to perform any gainful employment for which you are reasonably suited by education, training, or experience. Gainful employment includes work that you are medically able to perform, for which you have at least the minimum qualifications, and that provides you with an income of at least 60% of your monthly earnings before your disability

WHAT AMOUNT WILL I RECEIVE AND FOR HOW LONG?

The LTD benefit amount is 66 2/3% of your regular monthly salary, rounded to the next highest dollar. The maximum monthly benefit is \$6,670.

Your monthly LTD benefit may be reduced by other income to which you are entitled to during your disability. Your LTD benefit will first be reduced by:

- disability or retirement benefits that you are entitled to under the Canada or Quebec Pension Plan. If you have been receiving early retirement benefits under one of these plans for less than 12 months before your disability occurs, your LTD benefit will be reduced by the early retirement benefits.
- benefits received under any Workers' Compensation Act.

Your LTD benefit will then be reduced to the extent that it, together with the other income listed below, exceeds 80% of your indexed pre-disability monthly earnings:

- dependent's benefits received by another member of your family on the basis of your disability;
- loss of income benefits available through legislation which you and any other members of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law;
- disability benefits under a plan of insurance available through membership in an association;
- employment income, disability benefits or retirement benefits related to any employment, except an approved rehabilitation program or deferred compensation benefits;
- early retirement benefits under any plan which you were receiving for 12 months or more before your disability.

Because your employer contributes a portion of the premium charged for LTD coverage, benefits received under the LTD Plan are considered taxable income.

The monthly payments will continue as long as you are totally disabled. Payments will end when you reach the age of 65, or when:

- you fail to submit proof of continuing disability to the insurance company if requested;
- you do not submit to a medical examination as requested by the insurance company;
- you refuse to participate in an approved rehabilitation program; or
- you die.

SUPPLEMENTARY HEALTH CARE BENEFITS

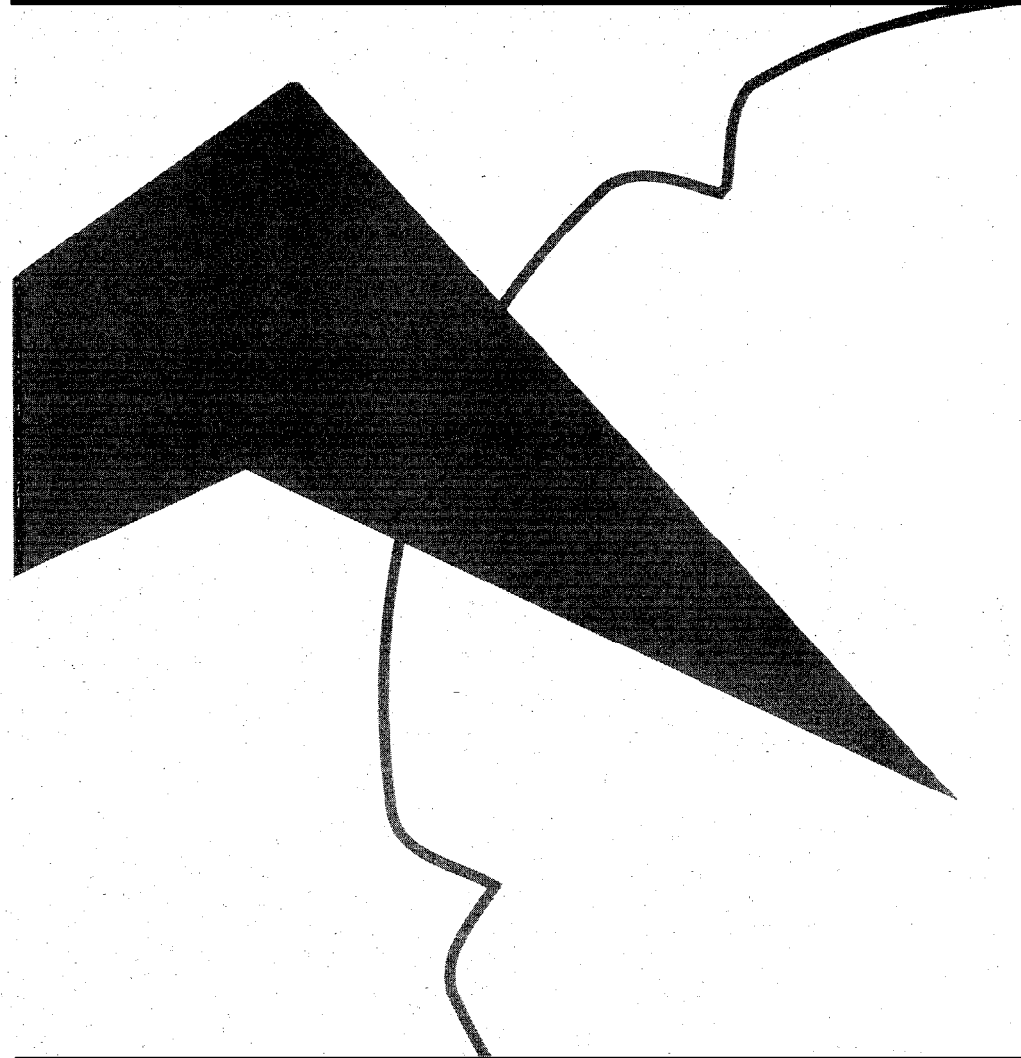
For all other claims, a claim must be submitted to the insurance carrier within 12 months of the date the covered expense was incurred. Complete the claim form in accordance with the instructions provided and submit the form along with the original receipts to the insurance carrier. For assistance with your claim, or for more detailed information, please contact your Employer. Claim forms are available from your Employer or the insurance carrier.

WHEN DOES COVERAGE END?

There are a number of circumstances under which your coverage under the Supplementary Health Care Benefit Plan will end. These include:

- the date the policy terminates;
- the end of the month in which your employment terminates;
- the end of the month following your 65th birthday;
- the end of the month in which your employment status changes so that you are no longer eligible for coverage; and
- the premium due date on which you fail to contribute your share of the premium.

If earlier than above, coverage for your dependents will terminate on the date that they are no longer eligible dependents.



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This insert is intended as a summary of your Supplementary Health Care Benefits. If there is a difference between this summary and the actual Plan document, the latter will prevail.

The Supplementary Health Care Benefit Plan helps you pay for expenses incurred by you or your eligible dependents. These expenses may include prescription drugs, hospital services and other related health services.

AM I ELIGIBLE?

If you are a regular, full-time employee, under the age of 65, then you are eligible to participate in this benefit plan. Also, certain part-time and temporary employees are eligible to participate in the plan. Eligibility for part-time and temporary employees is determined either by your Collective Agreement or by your Employer.

WHEN DOES COVERAGE BEGIN?

You can be enrolled in the Supplementary Health Care Benefit Plan once you have completed the required waiting period set by your Employer. Coverage will become effective on the first of the month following the completion of the waiting period. Enrollment information must be completed before coverage begins.

If you are not actively at work on the date that your coverage would otherwise take effect, you will not be covered until you return to work.

WHAT ABOUT MY DEPENDENTS?

Coverage for your eligible dependents will begin at the same time that your coverage takes effect. Eligible dependents fall into two categories: spouse and Child.

The term "spouse" can mean either a legally married spouse or a partner with whom you have cohabited for a minimum of 12 consecutive months and throughout this period has been represented as your spouse.

A "child" is insurable if he or she is:

- your natural or adopted child; or
- the natural, adopted or stepchild of your spouse, and is in your care and control; or
- a child for whom you are the legal guardian; and

as long as the child is unmarried and normally a resident in Canada and one of the following:

- under 21 years of age and not employed more than 30 hours a week; or
- under 25 years of age and a full-time student; or
- over 21 years of age and dependent on you due to a physical or mental disability.

WHAT BENEFITS WILL I RECEIVE UNDER THE HEALTH SERVICES PLAN?

Prescription Drugs

You will be reimbursed for 70% of the cost of your prescription drugs when prescribed by a licensed physician or dentist, and supplied by a licensed pharmacist. The eligible cost of prescription drugs is based on the current Drug Benefit List and in accordance with the Least Cost Alternative Program. The plan covers the cost of insulin products and diabetic supplies, whether or not they are supplied by prescription.

Extended Health Services

You are covered for 100% of the following Hospital and Health Services to a maximum of \$25,000 per insured person per benefit year. The benefit year is April 1 to March 31. Please note that to be eligible for coverage, hospital services must be provided upon the recommendation of a qualified, licensed physician or surgeon.

1. Hospital Services:

- charges in excess of public ward accommodation for semi-private or private ward accommodation in public general active treatment hospitals in Canada; and
- treatment received in an auxiliary hospital up to a maximum of \$1,000 per insured person per benefit year.

2. Health Services:

- Accidental Dental Care - the amount charged to a participant for the repair, extraction and/or replacement of natural teeth damaged by a direct accidental external blow to the mouth, when repair, extraction and/or replacement takes place within 12 months of the accidental injury and then if the injury occurs after the date on which the participant became eligible for benefits. There is a maximum amount of coverage for accidental dental care of \$2,000 per person per accident.
- Ambulance Service - usual and reasonable charges for transportation to or from hospital in an automobile regularly used for professional ambulance services.
- Appliances** - charges for the provision of and repair to artificial limbs (except myoelectric controlled prosthesis) and artificial eyes. Charges for the provision of and repair to rigid plastic or metal permanent brace manufactured according to specifications on the written order of a physician, covered at 70% once in any 24 month period.

DENTAL PLAN

WHAT IF I BECOME DISABLED AND CANNOT PAY MY PREMIUMS?

If you become totally disabled and you qualify for disability benefits, your dental coverage will continue with no further premium payments from the first full calendar month following the expiry of your sick leave benefits to a maximum of 24 months and/or at the time of termination of employment.

HOW DO I SUBMIT A CLAIM?

A claim must be submitted to the insurance carrier within 12 months of the date the covered expense was incurred. A claim must be completed by the dentist at the time treatment is provided. Claim forms are available from the insurance carrier, your dentist, or your Employer.

Your dentist or dental mechanic may bill the insurance carrier directly for the covered portion of your treatment, or you can pay the dentist in full and be reimbursed by the insurance carrier. If you pay the dentist, it is your responsibility to send the completed claim form to the insurance carrier for reimbursement.

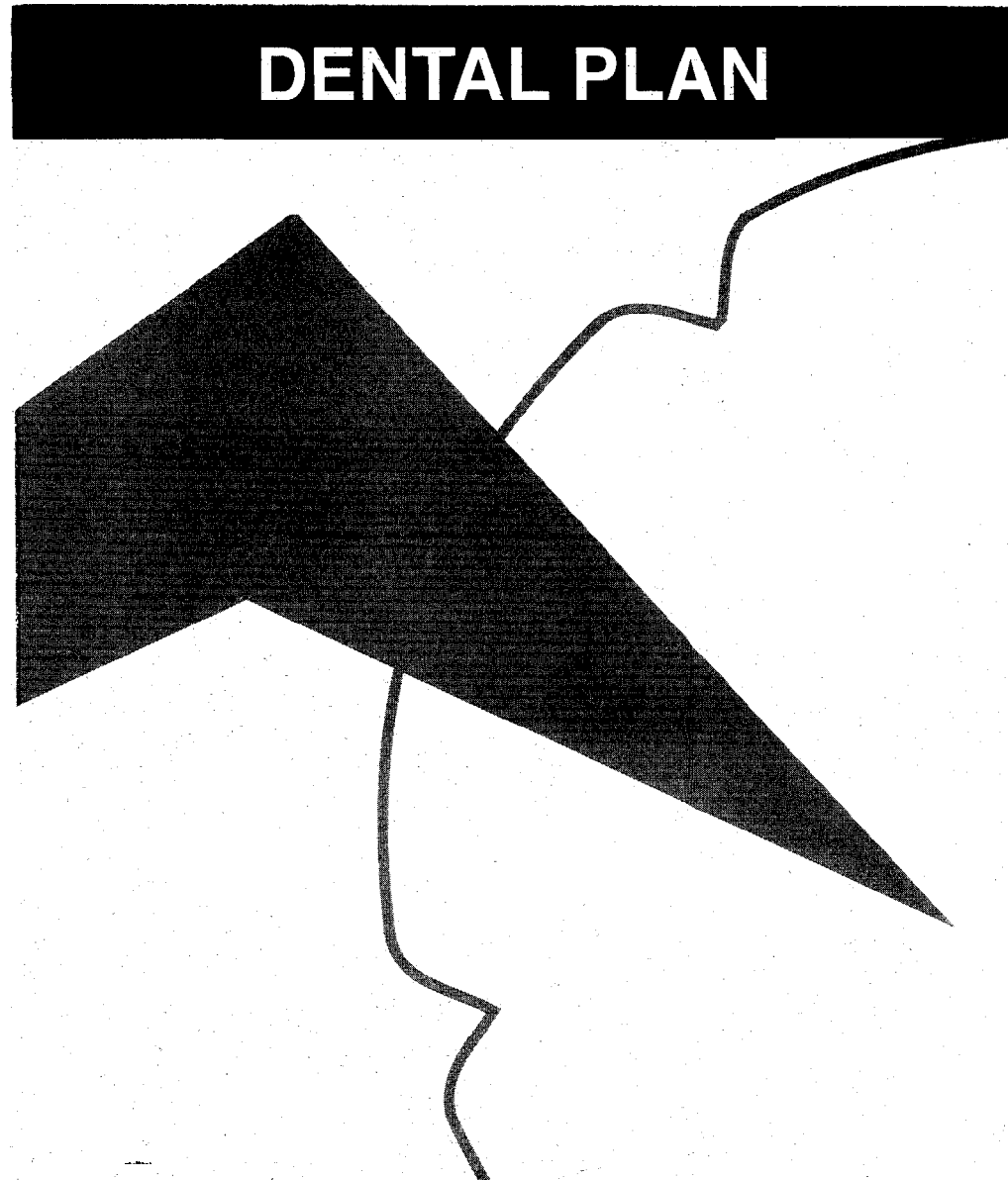
WHEN DOES COVERAGE END?

Coverage under the Dental Plan will terminate on the earliest of the following:

- the date the policy terminates;
- the end of the month in which your employment terminates;
- the end of the month following your 65th birthday;
- the end of the month in which your employment status changes so that you are no longer eligible for coverage; and
- the premium due date on which you fail to contribute your share of the premium.

Coverage for your dependents will terminate on the date that they are no longer eligible dependents, if that occurs earlier than any of the above noted events.

This insert is intended as a summary of your Dental Benefits. If there is a difference between this summary and the Plan documents, the latter will prevail.



The Dental Plan helps you pay for dental expenses incurred by you or your eligible dependents.

AM I ELIGIBLE?

If you are a regular, full-time employee, under the age of 65, then you are eligible to participate in this benefit plan. Also, certain part-time and temporary employees are eligible to participate in the plan. **Eligibility** for part-time and temporary employees is determined either by your **Collective Agreement** or by your Employer.

WHEN DOES COVERAGE BEGIN?

You can be enrolled on the Dental Plan once you have **completed** the required waiting period set by your Employer. Coverage will become effective on the first of the month following the completion of the waiting period. **Enrollment information must be completed** before dental coverage begins.

If you **are** not actively at work on the date your coverage would otherwise take effect, you will not be covered until you return to work.

WHAT ABOUT MY DEPENDENTS?

Coverage for your eligible dependents will begin at the same time that your coverage takes effect. Eligible dependents fall into two categories: spouse and child.

The term "spouse" can mean either a legally married spouse or a partner with whom you **have** cohabited for a minimum of 12 consecutive months and throughout this period has been represented as your spouse.

A "child" is insurable if he or she is:

- your natural or adopted **child**; or
- the natural, adopted or stepchild of your spouse, and is in your care and control; or
- a child for whom you are the legal guardian; and

as long as the child is **unmarried and** normally a resident in Canada and **one** of the following:

- under 21 years of age and not **employed** more than 30 hours a week; or
- under 25 years of age and a full-time student; or
- over 21 years of age and dependent on you due to a **physical or mental** disability.

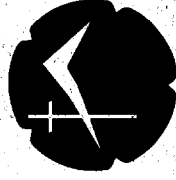
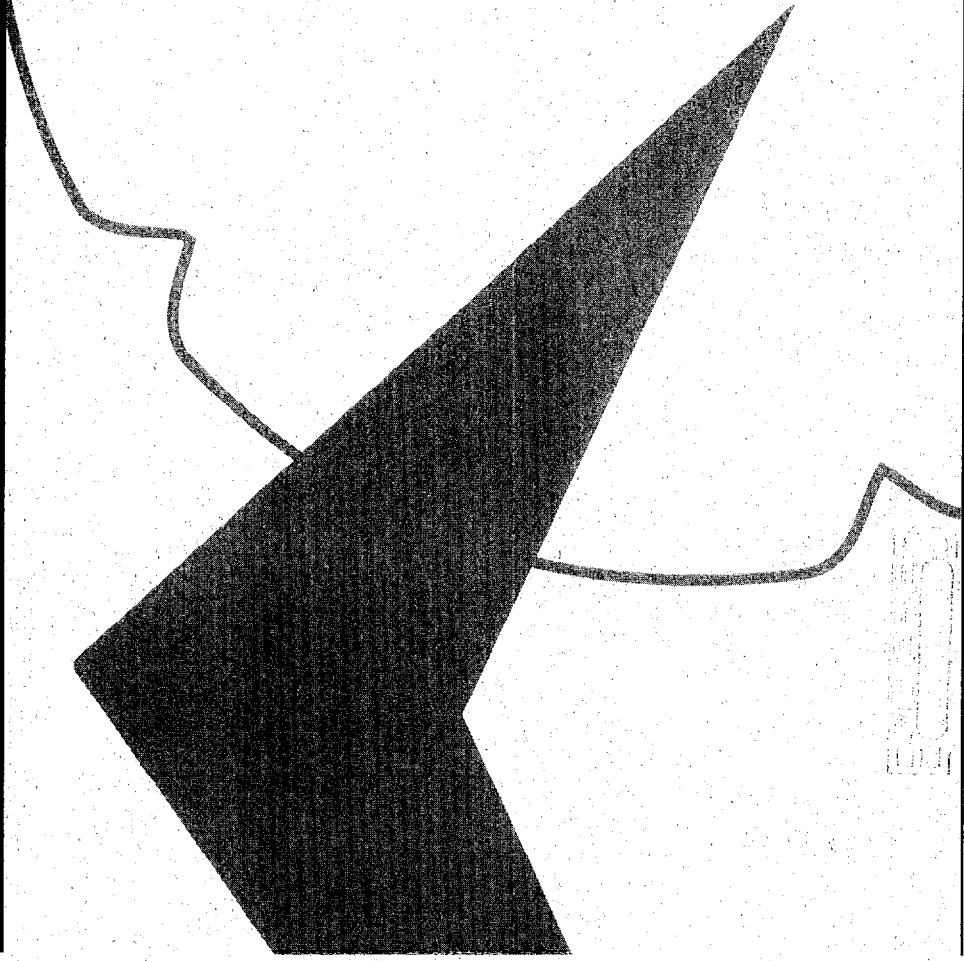
WHAT BENEFITS WILL I RECEIVE UNDER THE DENTAL PLAN?

Basic Dental Services

For basic dental services, you will be reimbursed for up to 80% of the cost of the following treatments. All services will be Subject to a maximum of \$1,500 per insured person per benefit year. The benefit year is from April 1 to March 31. Please note that to be eligible for coverage the treatments must be provided by a dentist or, if applicable, a dental mechanic.

1. **Diagnostic Services:** Necessary procedures to assist the dentist in evaluating existing conditions in order to determine the required treatment, including:
 - oral examinations once in any 9 month period;
 - consultations;
 - bite-wing X-rays once in any 9 month period and full mouth series of X-rays once in any 24 month period unless special need is shown and approved by the insurance carrier;
 - comprehensive examination once in any 5 year period for each dental specialty; and
 - emergency examinations when necessary due to a sudden development of pain or accident.
2. **Preventative Services:** Necessary procedures to prevent tooth decay including:
 - cleaning and polishing (Prophylaxis) once in any 9 month period;
 - scaling and root planing to a maximum of 16 units in any 12 month period;
 - topical fluoride treatment once in any 9 month period for participants under the age of 19 years;
 - pit and fissure sealants once in any 5 year period, limited to permanent posterior teeth for participants under 19 years of age; and
 - space maintainers if provided to maintain space, and not regain space.
3. **Restorative Services:** All necessary procedures for the filling of teeth, including:
 - amalgam, silicate and plastic composite fillings;
 - filling repair or replacement;
 - stainless steel crowns only when the tooth cannot be adequately restored by a filling; and
 - direct application veneers to restore teeth to form and function.
4. **Surgical Procedures:** All necessary procedures involved in the extraction of teeth, and other oral surgery including pre- and post-operative care, including:
 - general surgery examination once in any 5 year period; and
 - facilities for general anaesthesia when required in-conjunction with covered dental surgery.
5. **Endodontics:** All necessary procedures required for pulpal therapy and root canal therapy, including:
 - general endodontic examination once during lifetime per dentist; and
 - root canal therapy once per tooth in any 24 month period.
6. **Periodontics:** All necessary procedures for the treatment of the oral tissues supporting the teeth;
7. **Dentures:** All necessary procedures required to repair dentures when an impression is not required; relining and rebasing of existing dentures once in any 24 month period, and adjustment to dentures.

VOLUNTARY DEPENDENT LIFE INSURANCE



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This insert is intended as a summary of your voluntary dependent life insurance benefits. If there is a variance between the Plan documents, the latter will prevail.

04/96

VOLUNTARY DEPENDENT LIFE

WHAT IS VOLUNTARY DEPENDENT LIFE INSURANCE?

This life insurance plan allows you to take out insurance cover on the lives of your dependents, as follows:

	<u>Amount of Coverage</u>
Spouse	\$10,000
Each dependent child	\$5,000

Under the Voluntary Dependent Life Insurance plan, you, the employee, are always automatically the beneficiary.

AM-I ELIGIBLE?

Regular full-time and regular part-time employees under the age of 65 who are members of the PHAA Benefits Plan can choose to participate in this voluntary plan. Please note that the maximum amount that can be elected is specified above.

WHICH DEPENDENTS CAN BE COVERED?

If you have a spouse to whom you are legally married or a common-law spouse that you have cohabited with for at least 12 months, then you can buy additional insurance for that person,

The Voluntary Dependent Life Insurance Plan also covers your children, as long as:

- they are your natural or adopted children; or
- they are the natural, adopted or stepchildren of your spouse and they are in your care and control; or
- you are their legal guardian;

and provided that the child is:

- unmarried; and
- normally resident in Canada; and
- under 21 years of age and not employed more than 30 hours per week; or
- under 25 year of age and a full-time student; or
- over 21 and dependent on you due to a physical or mental handicap.

Coverage for children begins at the time of live birth.

WHEN DOES COVERAGE BEGIN?

If your employer offers Voluntary Dependent Life Insurance, you must enroll within 30 days of first becoming eligible, or within 31 days of acquiring your first new dependent - a spouse or child. If you do not purchase Voluntary Dependent Life Insurance within one of these two time periods, and then wish to purchase it at a later date, you will have to provide evidence of insurability for each eligible dependent.

If you are not actively at work on the date this insurance would otherwise take effect, your dependents will not be covered until you return to work.

WHO PAYS THE PREMIUMS?

If you choose to purchase Voluntary Dependent Life coverage, you will be responsible for paying the full premiums. Current premium rates are available from your employer.

WHAT IF I BECOME DISABLED AND CANNOT PAY THE PREMIUMS?

If you become totally disabled, your Voluntary Dependent Life Insurance coverage will remain in place with no further premium payment. This is known as a Waiver of Premium provision and can continue for up to 24 months from the second full calendar month following the expiry of your sick leave benefits, as long as you are totally disabled, provided that you remain an eligible employee during this time.

CAN COVERAGE CONTINUE DURING A LEAVE OF ABSENCE OR LAY-OFF?

If you will be away from work due to an approved leave of absence or a temporary lay-off, you can apply to have your coverage continue during this time, providing you pay the full premiums. However, there are some restrictions. Continued coverage will be approved during:

- a. an educational leave of up to eighteen months;
- b. a temporary lay-off of up to twelve months; or
- c. a maternity or parental leave of absence of up to nine months; or
- d. a personal leave of absence of up to six months.

If your leave of absence is for longer than these periods, then it will be necessary to apply to the insurance company to continue your coverage.

OUTSIDE CANADA EMERGENCY TRAVEL PLAN

HOW DO I SUBMIT A CLAIM?

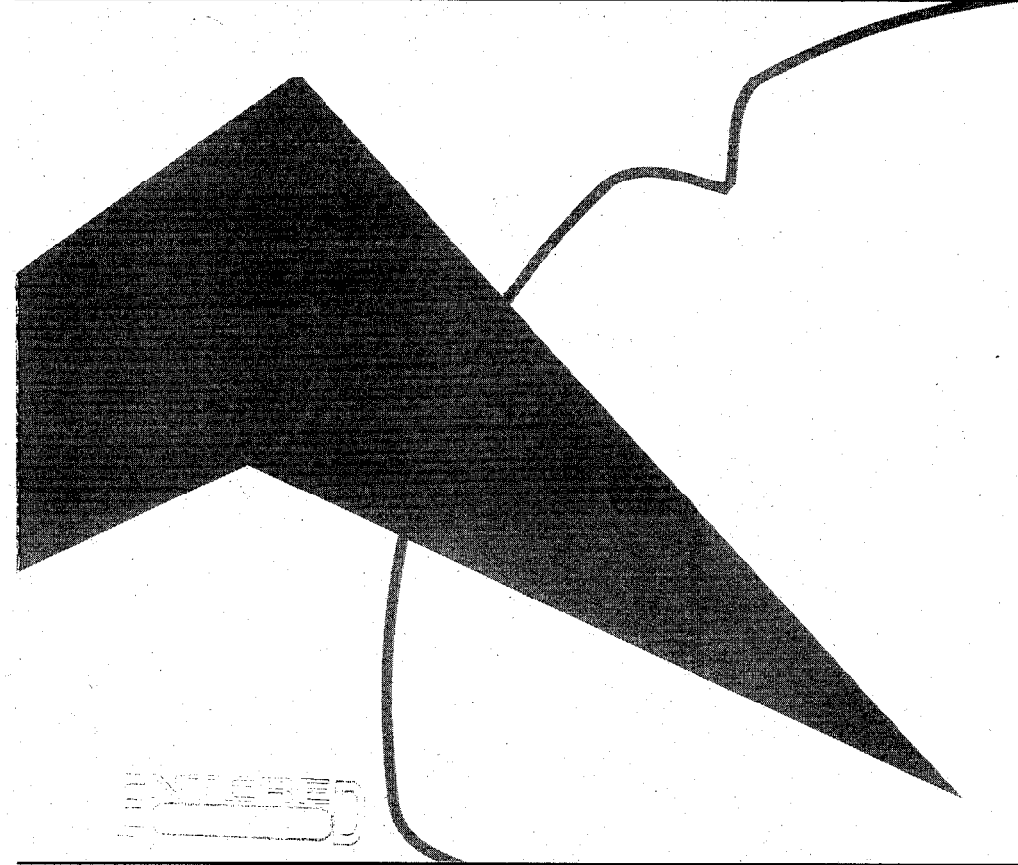
In the event of illness or injury:

1. Contact the travel assistance service prior to commencement of treatment. Failure to do so may invalidate your claim. Contact numbers are listed on the back of your benefit card.
2. If a hospital or medical provider does not accept confirmation of payment from the travel assistance service or Alberta Blue Cross, you will be responsible for payment of any expenses incurred. To receive reimbursement, you must obtain **itemized** receipts, or other reasonable evidence, for all services provided and all expenses paid by you.
3. Submit your receipts or statements to either your provincial health care insurance plan or Alberta Blue Cross.
4. Upon receipt of payment or **ineligibility** of benefits from your provincial health care insurance plan, submit a copy of your receipts and the provincial health care insurance plan statements to Alberta Blue Cross with a completed Outside Canada claim form.
5. Claims must be received by Alberta Blue Cross within **12 months** of the date of service.

When submitting claims to either your provincial health care insurance plan or Alberta Blue Cross always include the following:

1. Diagnosis and details of services rendered.
2. Original supporting receipts.
3. Your travel plan identification number.
4. Your Alberta Personal Health Number.
5. Your Alberta Blue Cross coverage number.
6. Details of other health or travel insurance plans you may have.

This insert is intended as a summary of your Outside Canada Emergency Travel Plan. If there is a difference between this summary and the actual Plan document, the latter will prevail.



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WHAT BENEFITS WILL I RECEIVE UNDER THE PLAN?

In addition to the other coverages under your Supplementary Health Care Benefit Plan, you and your eligible dependents are covered for medical expenses incurred outside of Canadian boundaries in excess of the amount paid by any government health plan. Blue Cross will pay the reasonable and customary charges, for emergency services only, for the area in which the charges are incurred.

Benefits

Under this benefit plan, you are covered for 100% of the following expenses, to a maximum limit of \$1,000,000 per insured person per disability,

1. Hospital accommodation and out-patient services, for services rendered outside of Canada in a public general active treatment hospital.
2. incidental expenses up to \$100 per inpatient hospital stay.
3. Physicians' and surgeons' fees for emergency medical care.
4. Charges (including x-rays) made by a physiotherapist; chiropractor, chiropodist or podiatrist up to \$300 per specialty.
5. Private duty nursing performed by a registered nurse, who is not a relative of the patient, where the nurse is ordered by a medical doctor for services during and immediately following hospitalization.
6. Prescription drugs, serums and injectables prescribed by a physician and supplied by a licensed pharmacist, excluding vitamins, patent or proprietary products.
7. The cost of whole blood, blood plasma, or specialized treatments using radium or radioactive isotopes.
8. Charges for laboratory tests and x-rays prescribed by the attending Physician.
9. Cost of splints, casts, crutches, canes, slings, trusses, walkers and/or the temporary rental of a wheelchair, when prescribed by the attending physician.
10. Accident/dental treatment to natural teeth due to a direct accidental external blow to the mouth, up to a maximum of \$2,000 per accident. The participant must see the physician or dentist immediately following the accident. Treatment must begin within the period of coverage and must be completed within 182 days of the date of the accident.
11. Treatment for relief of dental pain, excluding root canals, is covered to a maximum of \$200 per trip. Treatment must be rendered at a location at least 200 kilometres outside the participants provincial border.
12. Ambulance charges for service from the place of illness or accident to the nearest qualified medical facility capable of providing appropriate treatment.
13. The cost of air evacuation between hospitals for hospital admission in the participant's province of residence. This is covered at the discretion of the insurance carrier.
 - a maximum of one economy seat for the patient, if not previously arranged: or
 - a maximum cost of three economy seats - two for the accommodation of a stretcher, should return stretcher be required, and one for a family member who is also a participant; or
 - a maximum of one economy seat return fare for a qualified medical attendant who is not a relative, and overnight hotel and meal expenses, if required.
14. Round trip economy airfare for a family member or friend to visit a participant confined in hospital or to identify the deceased prior to the release of the body, where necessary.
15. Cost of preparation and homeward transportation to the province of residence of a deceased participant up to \$5,000. The cost of cremation or burial at the place of death for the deceased participant up to \$2,500.
16. Cost of driving the participants vehicle, either private or rental, to the participants province of residence or the nearest appropriate vehicle rental agency to a maximum of \$1,000, when the participant and the participant's travel companion are unable to do so. If the participant's private vehicle is rendered inoperable due to an accident, costs will be covered for one-way economy airfare.
17. Extra costs of commercial accommodation and meals incurred by a participant remaining with a travel companion when return to Canada is delayed due to illness or injury to the travelling companion up to \$150 per day to a maximum of \$1,500.

Travel Assistance

In the event of a medical emergency, contact must be made with the travel assistance service. They will provide:

1. Medical Assistance:

- Arrangement of a medical evaluation by a qualified physician and referral to a medical facility equipped to provide treatment;
- Confirmation of coverage and payment to a physician or hospital;
- Supervision of the medical treatment and keeping the participant's family informed;