

SOURCE	200		
EFF.	77	77	61
TERM.	77	77	71
No. OF EMPLOYEES	200		
NUMBER DISEMPLOYED	77		

COLLECTIVE AGREEMENT

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**THE UNITED NURSES OF ALBERTA
REPRESENTING:
LOCAL NO. 169
LOCAL NO. 90
LOCAL NO. 97
LOCAL NO. 114
LOCAL NO. 42
LOCAL NO. 197**

FOR THE PERIOD

DATE OF RATIFICATION- MARCH 31, 1999

1170401

NUMERICAL INDEX

ARTICLE		PAGE
1	Term of Collective Agreement.....	1
2	Definitions.....	1
3	Recognition.....	3
4	Management Rights.....	3
5	Dues Deduction and Union Business.....	4
6	No Discrimination.....	6
7	Hours of Work and Scheduling Provisions.....	6
8	Overtime.....	7
9	On-Call Duty	8
10	Transportation.....	9
11	Probationary Period.....	10
12	Seniority	10
13	Evaluations and Personnel File.....	12
14	Transfers and Vacancies.....	12
15	Layoff and Recall.....	14
16	Responsibility Allowance and Temporary Assignment Pay.....	16
17	Vacation With Pay.....	17
18	Named Holidays.....	19
19	Sick Leave.....	21
20	Workers' Compensation	23
21	Prepaid Health Benefits.....	24
22	Leaves of Absence.....	25
23	Discipline, Dismissal and Resignation.....	28
24	No Strike or Lockout.....	30
25	Salaries	30
26	Educational Allowances.....	31
27	Recognition of Previous Experience.....	31
28	Shift Differential and Weekend Premium.....	32
29	Pensions.....	32
30	Part-Time, Temporary and Casual Employees.....	32
31	Copies of Collective Agreement.....	42

32	Grievance Procedure.....	42
33	Arbitration	44
34	Occupational Health and Safety	45
35	Staff Development.....	46
36	Professional Responsibility.....	46
37	Committee Participation.....	47
38	Job Description.....	47
39	subsistence	47
	Salaries Appendix	50
	Letter of Understanding Re: Implementation of Salaries Appendix New 8th Step	51
	Letter of Understanding Re: Implementation of Salary Appendix and Article 26: Education Allowances	52
	Letter of Understanding Re: Hours of Work and Alternative Scheduling Provisions	53
	Letter of Understanding Re: Hours of Work, and 5-5-4 Earned Day Off Work Arrangements	55
	Letter of Understanding Re: Severance	57
	Letter of Understanding Re: Transfer of Programs	60
	Letter of Understanding Re: Letter of Hire or Transfer	62
	Letter of Understanding Re: Sick Leave Transitional Provision	63
	Letter of Understanding Re: Implementation of Salaries Appendix For the Peace Health Region	65

ALPHABETICAL INDEX

	PAGE
Arbitration (Article 33).....	44
Committee Participation (Article 37).....	47
Copies of Collective Agreement (Article 31).....	42
Definitions (Article 2).....	1
Discipline, Dismissal and Resignation (Article 23).....	28
Dues Deduction and Union Business (Article 5).....	4
Educational Allowances (Article 26).....	31
Evaluations and Personnel File (Article 13).....	12
Grievance Procedure (Article 32).....	42
Hours of Work and Scheduling Provisions (Article 7).....	6
Job Description (Article 38).....	47
Layoff and Recall (Article 15).....	14
Leaves of Absence (Article 22)	25
Letter of Understanding Re: Hours of Work and Alternative Scheduling Provisions.....	53
Letter of Understanding Re: Hours of Work, and 5-5-4 Earned Day Off Work Arrangements	55
Letter of Understanding Re: Implementation of Salaries Appendix New 8th Step.....	51
Letter of Understanding Re: Implementation Of Salary Appendix and Article 26: Education Allowances	52
Letter of Understanding Re: Implementation of Salaries Appendix For the Peace Health Region.....	65
Letter of Understanding Re: Letter of Hire or Transfer.....	62
Letter of Understanding Re: Severance	57
Letter of Understanding Re: Sick Leave Transitional Provision.....	63
Letter of Understanding Re: Transfer of Programs	60
Management Rights (Article 4)	3
Named Holidays (Article 18).....	19
No Discrimination (Article 6).....	6
No Strike or Lockout (Article 24).....	30
Occupational Health and Safety (Article 34).....	45

On-Call Duty (Article 9).....8
Overtime (Article 8).....7
Part-Time, Temporary and Casual Employees (Article 30)32
Pensions (Article 29).....32
Prepaid Health Benefits (Article 21).....24
Probationary Period (Article 11).....10
Professional Responsibility (Article 36).....46
Recognition (Article 3)3
Recognition of Previous Experience (Article 27)31
Responsibility Allowance and Temporary Assignment Pay (Article 16).....16
Salaries Appendix.....50
Salaries (Article 25).....30
Seniority (Article 12).....10
Shift Differential and Weekend Premium (Article 28).....32
Sick Leave (Article 19).....21
Staff Development (Article 35).....46
Subsistence (Article 39).....47
Term of Collective Agreement (Article 1).....1
Transfers and Vacancies (Article 14).....12
Transportation (Article 10).....9
Vacation With Pay (Article 17)17
Workers' Compensation (Article 20).....23



COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 1997.

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**THE UNITED NURSES OF ALBERTA
REPRESENTING:
LOCAL NO. 169
LOCAL NO. 90
LOCAL NO. 97
LOCAL NO. 114
LOCAL NO. 42
LOCAL NO. 197**

PREAMBLE

WHEREAS the parties ~~acknowledge that~~ their ~~primary~~ purpose is to improve the quality of community health service in Alberta and believe that this purpose can be achieved most readily if harmonious and mutually beneficial relationships exist between the Employer and the Employees;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1 : TERM OF COLLECTIVE AGREEMENT

1.01 ~~Except where~~ otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect ~~from~~ and ~~after~~ the date upon which the United Nurses of Alberta and the Provincial Health Authorities of Alberta exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including ~~March 31, 1999~~, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

1.02 Where notice to amend this Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed; or until a strike or lockout commences under the provisions of the Alberta Labour Relations Code.

ARTICLE 2: DEFINITIONS

- 2.01 **“Base Office”** shall ~~mean~~ the **office from** which the Employee works as designated by the Employer at the time of hire or transfer. A casual Employee ~~may~~ be designated a second (2nd) base office.
- 2.02 “Basic rate of pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all ~~other~~ allowances and premium payments.
- 2.03 **“Employee”** shall ~~mean~~ one who is 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 ~~are less than~~ those specified in Article 7.
- (b) **“Casual Employee”** is ~~one~~ who:
- (i) is hired to work ~~on~~ a call basis; 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 twelve (12) months; or
- (ii) to replace a full-time or part-time Employee who ~~is~~ on ~~an~~ approved leave ~~of absence~~ for ~~a~~ period in ~~excess~~ of three (3) months; or
- (iii) **to replace a full-time** or part-time Employee ~~who is on~~ leave due to illness or ~~injury~~ where ~~the~~ Employee has indicated that the duration of such leave will be in ~~excess of~~ three (3) months.

The 12 month time limit referred to in Article 2.03(c)(i) **may** be extended by mutual agreement **between** the Employer and the Union.

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

2.05 (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 and Regulations.

(b) “Graduate Psychiatric Nurse” **means** **a** person whose **name** is in the **Temporary** Register and **who** holds **a** temporary active membership pursuant to the Health Disciplines Act (Alberta) and Regulations.

(c) “Registered Nurse” **means** **a** person who has **been** issued a certificate of registration **as** a registered nurse pursuant **to** the Nursing **Profession** Act, and who holds **an annual** certificate.

(d) “Registered **Psychiatric** Nurse” means **a** person who **has been** issued a certificate **as** a Psychiatric Nurse pursuant **to the** Health Disciplines **Act** (Alberta) **and** who **holds an annual membership** in the Registered Psychiatric **Nurses** Association **of** Alberta.

2.06 “**Shift**” **means** **a** daily tour **of** duty exclusive of overtime hours.

2.07 “Union” shall **mean** the United **Nurses** of Alberta Local which is party to **this** Agreement.

2.08 The feminine gender shall mean **and** include the masculine and similarly the singular shall **mean** the **plural and vice versa** as applicable.

2.09 “Cycle of **the** Shift Schedule” **means** the period of time within which the shift schedule repeats itself. In **those instances** where **the** schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to **mean** a period of time not **exceeding** twelve **(12)** weeks.

ARTICLE 3: RECOGNITION

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

3.02 No Employee shall be required or permitted **to make** any written or verbal agreement which may be in conflict with the terms of **this** Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union acknowledges ~~that~~ it shall be the exclusive right of the Employer to operate and manage **the business** in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:

- (a) maintain order, discipline, **and** efficiency;
- (b) make or alter, ~~from time to time,~~ rules and regulations to be observed by Employees ~~which~~ are not in **conflict** with **any** provisions to 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**, transfer, layoff, **recall** and to demote, discipline, suspend or **discharge** for **just cause**.

4.02 The Employer shall exercise **his** rights in **a manner which** is consistent with the terms of this Collective Agreement.

ARTICLE 5: DUES DEDUCTION AND UNION BUSINESS

5.01 (a) Membership ~~in~~ the Union is **voluntary, however, the** Employer shall deduct from **the gross earnings** (exclusive of disability benefits) of each **Employee** covered by this Collective Agreement monthly **amounts** equal to the monthly membership **dues as** advised by **the** Union. Such deductions shall **be forwarded to the** Provincial Office of the United Nurses of Alberta, ~~or its~~ authorized representative, not later than the fifteenth (**15th**) day of the month following and shall **be accompanied by a** list of **those** Employees ~~from whom~~ deductions have **been** made and the **amounts of union dues deducted and gross earnings of each Employee**. Such lists shall indicate newly **hired and** terminated Employees.

(b) **The Employer shall** provide to the **Union** on a **quarterly basis, a listing(s)** of Employees specifying **the following**:

- (i) **Name of** Employee;
- (ii) **Category (Regular, Temporary, Casual)** including **Employees on recall**;

- (iii) Full-time equivalency;
- (iv) ~~For~~ Regular and Temporary Employees, their seniority date; for Casual Employees, their date of hire within the bargaining unit.

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

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

5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.

5.04 The Employer shall provide a bulletin board in a reasonably accessible location in all offices of the Employer. The Union may be permitted to post notices of meetings and other items on such boards provided they are first approved by the Employer, such approval not to be unreasonably withheld.

5.05 (a) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

(b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars or for Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.

(b) For members of the United Nurses of Alberta Negotiating Committee and the Executive Officers of United Nurses of Alberta, where the request for leave is in writing, it shall not be unreasonably denied,

(c) All such leave shall be without pay.

ARTICLE 6: No DISCRIMINATION

6.01 The parties agree that there shall be no discrimination, restriction or coercion exercised or practiced in respect to any Employee by reason of race, disability,

(provided the **Employee** is able to meet the bona fide occupational requirements), colour, creed, national **origin**, political or religious beliefs, **sex**, sexual preference, marital status or age, nor by reason of membership, 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 **(7)** consecutive hours per day;
 - (ii) thirty-five **(35)** hours per week;
 - (iii) there shall be two **(2)** consecutive **days** of rest per **week**.
- (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 **(7) hours**; or
 - (ii) include, **as** scheduled by the Employer, one (1) rest period **of thirty (30) minutes** during each full working shift of **seven (7) 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 sixty (60) minutes to be scheduled **by** the Employer **during** each working **day** on which the Employee works in excess **of four (4) hours**. The Employer **and** the Employee may mutually agree **to a** meal period **of less or** more than sixty (60) minutes.
- (c) If **an** Employee is required to work 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 **missed meal** period or rest period at the overtime rate.

- (d) 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** therefore 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 normal hours of work**, to be scheduled by **the** Employer, **shall fall** between the hours of **zero seven thirty (0730)** hours **and** **twenty-two hundred (2200) hours**, such hours of **work** not to exceed the provisions of Article 7.01(a)(i) above in any **one** day.
- (b) **The** normal range of hours identified in Article 7.02(a) **may** be altered by mutual agreement between the Employee **and the** Employer.
- (c) "Days of Rest" for a full-time Employee shall **mean** all **days** where **an Employee** is not scheduled to **work**, pursuant to Article 7.

7.03 *Schedule Posting*

- (a) **Shift** schedules shall **be** posted **six (6) weeks** in advance. Notwithstanding the foregoing, the **shift** schedule may be posted with less **than six (6) weeks** notice by **mutual** agreement between the Employee(s) and the Employer.
- (b) Unless **an** Employee is given at least seven **(7)** calendar days notice of **a** change of her scheduled day(s) off, she **shall** be paid one **and** one-half times **(1 1/2X)** her basic rate of pay for all **hours** worked on such day(s). **Where the** Employer and Employee mutually agree, this penalty payment may be **compensated with** time **off** rather **than** pay. **This time off** shall be taken at **a mutually agreeable time within** three (3) months **from** the date the schedule was changed.
- (c) If, in the **course of a** posted schedule, the Employer changes the Employee's **shift** start time by two **(2)** hours or **more** she **shall be paid at the rate of one and one-half times (1 1/2X)** her **basic** rate **of** pay for all hours **worked** on this shift unless at least **seven (7)** calendar days notice of such **change** has been given.

- (d) Notwithstanding Article 7.03 (b) or (c), changes to the posted shift schedule may be **made** without **penalty** at **any** time, by **mutual** agreement **of** the **Employee and** Employer.

7.04 ***Employes Shift Exchange***

Employees may **exchange shifts among** themselves **with** the approval of the supervisor,

7.05 ***Travel Time***

Time spent traveling **on** Employer authorized business shall be considered hours worked **and** be paid at the applicable rate. For the **first** Employer authorized business of the **working** day, such travel time will be calculated from whichever results in the most **direct** route to the destination; either the Employee's **base** office **or** the Employee's residence.

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 Overtime is **all time** authorized by the **Employer** or **his** designated alternate, **and** worked by **an** Employee in excess of seven **(7)** hours **per** day or thirty-five **(35)** hours in any seven **(7)** day period.

8.02 (a) Employees working on a **sixth** (6th) or seventh (7th) day of work in **any** seven **(7)** day period shall be compensated at the overtime rate for all such time worked.

(b) Overtime may be accumulated and taken in time off at a mutually acceptable **time at** the applicable premium rate. Time off not taken by the last **day of March** in any given year shall **be paid** out unless **otherwise** mutually agreed. Such request **to carry** over lieu time shall be **submitted** by the Employee in writing **prior** to March **31**, and **shall** not be unreasonably **denied**.

8.03 Records shall be kept of **all** authorized overtime worked by each Employee **and** such Employee shall **be** compensated **at** the overtime rate of one **and** one-half times (1 1/2X) her basic hourly rate for the **first** three (3) consecutive hours worked **and** at the rate of double time (2X) the Employee's basic hourly rate for time worked thereafter.

ARTICLE 9: ON-CALL DUTY

9.01 (a) The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and will be reasonably accessible to respond without undue delay to any request to return to duty.

(b) Wherever possible the Employer shall not place an Employee on-call on the evening prior to or during scheduled off duty days.

9.02 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.

9.03 An Employee shall be paid the sum of sixteen dollars (\$16.00) for each period of authorized on-call duty to which she is assigned, or one dollar and ten cents (\$1.10) for each hour of authorized on-call duty, whichever is the greater.

9.04 Where an Employee has been assigned to on call duty, for each occasion that the Employee is called back and required to leave her home, the following provisions will apply:

(a) Call back for an Employee who has not completed seven (7) hours of work in a day or thirty-five (35) hours of work per week shall be paid at a rate of thirty-six dollars (\$36.00) or be paid at her basic rate of pay for all hours worked whichever is the greater.

(b) Call back for an Employee who has completed seven (7) hours of work in a day or thirty-five (35) hours of work per week shall be paid at a rate of thirty-six dollars (\$36.00) or be paid at the applicable overtime rate for all hours worked, whichever is the greater.

9.05 Where an Employee who has not been assigned to on-call duty is called back and required to leave her home, she will be paid as follows:

(a) Call back for an Employee who has not completed seven (7) hours of work in a day or thirty-five (35) hours of work per week shall be paid at a rate of thirty-six dollars (\$36.00) or be paid at her basic rate of pay for all hours worked whichever is the greater.

(b) Call back for an Employee who has completed seven (7) hours of work in a day or thirty-five (35) hours of work per week shall be paid at a rate of thirty-six dollars (\$36.00) or be paid at the applicable overtime rate for all hours worked, whichever is the greater.

- 9.06 Where **an Employee who has** been assigned to **on-call** duty **is consulted by phone and is required to handle** client related calls, the following will apply:
- (a) Return to duty for **an Employee who has** not completed seven (7) **hours of work in a day or thirty-five (35) hours of work per week** shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultations and the **corresponding** required documentation, **during** the entire on-call **period**. If the total accumulated time spent on telephone consultation **and the** corresponding **required documentation during** the entire on-call period, is less than **thirty (30) minutes**, the Employee shall be compensated **at** her basic **rate** of pay for thirty (30) minutes.
 - (b) Return **to duty** for **an Employee who has** completed seven (7) hours of work in a day or thirty-five (35) **hours of work per week** shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultations **and** the corresponding required documentation, **during** the entire on-call period. If the total accumulated time spent on telephone consultation **and the** corresponding required documentation during **the** entire on-call period is less **than** thirty (30) minutes, the Employee shall be compensated at **the** applicable overtime rate for **thirty (30) minutes**.
- 9.07 Where **an Employee** has not **been** assigned to on-call **duty**, **she** will **not** be compensated for **any time** spent on telephone **consultation** unless **approved by** her supervisor in unusual circumstances.
- 9.08 The Employer **will** endeavour to ensure **that** Employees will not be placed “**on-call**” **more than** one (1) weekend in every three (3) week period unless mutually agreed between the Employer **and** Employee..
- 9.09 Where **an Employee works more** than **six (6)** hours pursuant to Article 9, **and** there is not a minimum of seven (7) hours off duty before the next scheduled shift, **at** her request she shall be given **an** unpaid leave for that shift.

ARTICLE 10: TRANSPORTATION

- 10.01 Employees who in the **course** of their employment are authorized to use their **personal** automobile for the business of the Employer, on **a** regular **basis**, shall be compensated **as** follows:
- (a) **One hundred and twenty dollars (\$120.00) per month** inclusive of four hundred (400) kilometers.
 - (b) Twenty-eight cents (\$0.28) per kilometer for all travel in **excess** of four hundred (400) kilometers, at the pro-rated **figures** referred to in (c) below.

(c) For Employees whose hours of work are less than that of a full-time Employee, the one hundred and twenty dollars (\$120.00) per month allowance and the four hundred (400) kilometers shall be pro-rated on the basis of what their hours of work bear in relation to a full-time position.

10.02 Employees who are authorized to use their personal automobile on an infrequent basis shall be compensated at the rate of thirty cents (\$0.30) per kilometer for all travel while on business authorized by the Employer.

10.03 Employees who use their personal vehicles for business authorized by the Employer shall be required to submit proof of financial responsibility when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage \$ _____
(Basic Age Group - Good Record)

LESS

Cost of Personal Use Insurance Coverage \$ _____
(Basic Age Group - Good Record)

EQUALS

Reimbursement To Maximum \$125.00

10.04 Employees traveling to seminars, conferences, etc. the travel costs of which are to be reimbursed by the Employer, shall endeavour to do so in the most economical and practical way possible. The mode of such travel shall be determined by the Employer.

ARTICLE 11 : PROBATIONARY PERIOD

11.01 A new Employee shall serve a probationary period of six (6) calendar months. 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. Such period shall be under guidance or supervision.

ARTICLE 12: SENIORITY

12.01 (a) An Employee's "seniority date" shall be the date on **which** a regular or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service **as** a regular, temporary, or **casual** Employee contiguous **to** present regular or temporary employment.

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

12.02 Seniority shall be considered in determining:

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

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

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

(d) approval of vacation times 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;

(b) **upon** the expiry of twelve (12) **months** following layoff during which time the **Employee** has **not** been recalled **to** work;

(c) if, subject to the provisions **of** Article **15**, **an Employee** does not return **to** work on recall.

12.04 ***Seniority Lists***

(a) ***Provision of Seniority Lists***

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

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

(ii) **every six (6)** months thereafter, **and**

(iii) when Employees have been served a **notice** pursuant to the provisions of Article 15.

(b) *Contents of Seniority Lists*

Two (2) separate lists shall be provided to the Union. The seniority list shall contain the **name** and **seniority** date of each regular and temporary Employee in chronological order. A secondary list shall identify the name and seniority date of each regular and temporary **Employee**, grouped according to their base office.

(c) *Correction of Seniority Lists*

The Union may question or grieve an 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 AND PERSONNEL FILE

13.01 The parties to this Collective Agreement recognize the desirability of regular Employee **evaluations**, for the purpose of constructive review of **the performance** of **the** Employee. There shall be **an** annual evaluation **Written by the** Employee's most immediate supervisor(s) in **an** excluded management position, scheduled with at least twenty-four (**24**) hours notice. **The Employee has** the responsibility to participate in the evaluation conference. **The** Employee may make written comments **which** will be appended to the evaluation **form and** become part of **the** evaluation. The Employee shall be given **a** copy of the evaluation.

13.02 The Employer agrees **to** advise and discuss with the Employee any evaluation concerning the Employee's **performance** or conduct while employed **with the** Employer prior **to** such being filed in the Employee's personnel file. **The** Employee's signature **on** any evaluation **may** only be **regarded as** evidence of her

being ~~made~~ aware of the evaluation and ~~is~~ not indicative of the Employee's acceptance ~~of~~ it.

- 13.03
- (a) **An** Employee shall have the right to see her personnel file **on** request and in the presence of **an** authorized **person**. Such request **shall** be made with **reasonable notice**. A copy **of any** or all documents contained in the personnel file shall be provided to **the** Employee upon request.
 - (b) Employee evaluations shall be ~~maintained~~ by the Employer in such a manner ~~as~~ to permit access only by properly authorized personnel.
 - (c) **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: TRANSFERS AND VACANCIES

- 14.01
- (a) **The** Employer shall post **notices of** vacancies for regular and temporary positions within the bargaining unit not less than ten (10) calendar days in advance of **making an** appointment. Such **notice** shall be **posted** in all offices of the Employer. **A copy of** such notice shall be forwarded to the Union within five (5) calendar days of the posting.
 - (b) When circumstances require the Employer to fill **a** vacancy before the expiration of ten (10) calendar **days**, the appointment **shall** be made **on a casual basis only**.
 - (c) Vacancies shall be filled **from within the** bargaining unit if there **are** qualified applicants **from** within the **bargaining** unit.
 - (d) **A** notice of vacancy shall include **a** description of the **work**, base office of the vacancy, **and** the full-time equivalency. 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) **Where** a temporary vacancy has been filled by the appointment of **a** regular Employee, **at** the completion **of** the temporary vacancy, she shall be reinstated into her former regular position. **A regular** Employee achieving **a** temporary position shall maintain her status **as a regular Employee**.
 - (b) **Where a** temporary **vacancy** has **been** filled by the appointment of **a** casual Employee, **at** the completion of the temporary vacancy, she shall resume the normal **terms and** conditions of employment **as a casual Employee**. **A casual** Employee achieving a temporary position shall **maintain** her status **as a casual Employee**.

- (c) **During** the **term** of a **temporary** position, the incumbent Employee shall be eligible to apply on postings for vacancies **in** accordance with the following:
 - (i) regular positions, and
 - (ii) temporary **positions** where the temporary position commences after the expiry of the **term** for which **she was** hired.

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

14.04 In **making** appointments **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, 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 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 The Employer shall provide a paid orientation period for all transferred Employees. Such period shall be under guidance or supervision.

14.07 **An Employee's** anniversary date, for the **purpose of an** annual increment, or the number of hours worked **toward** the **next** increment, shall not be changed **as a** result of transfer.

14.08 At time **of** hire or **transfer**, all Employees shall receive a letter of hire or **transfer**, which shall include the following:

- (a) category (Regular, Temporary or **Casual**);
- (b) hours of work (Full-Time Equivalency);
- (c) base office(s);
- (d) date of **hire** or **transfer**; and
- (e) increment level.

These shall not be **altered** except in accordance with the provisions **of this** Collective Agreement.

ARTICLE 15: LAYOFF AND RECALL

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

Notice

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

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

15.02 (a) Subject to the provisions of Article 15.02(b), layoff shall occur in reverse order of seniority within the base office and program that is to be reduced.

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

15.03 *Displacement*

(a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided she has not less than twenty-four (24) months seniority, have the right to:

(i) displace an Employee with less seniority in a position for which she has the ability to perform the work or, at her option,

(ii) take a position which is vacant and for which she has the ability to perform the work, or

(iii) accept layoff with the right of recall to her previous hours of work,

(b) An Employee exercising her right to displace another Employee or to take a vacant position pursuant to Article 15.03(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of her position or displacement, advise the Employer, in writing, of her decision, including

the name of the Employee she wishes to displace or the **vacant** position she wishes to take. Where **there is more than one (1)** Employee in the base office with **an** equivalent full-time equivalency, to **that of the** selected position, the Employee shall displace the least senior **of** such Employees. **Where** the Employee fails to exercise such right within the specified time limit, she shall be deemed to have waived her right **to** displace another Employee or take **a** vacant position and **the** Employer **shall:**

- (i) place her in **any** available vacant position of **the** Employer's **choice** for **which she has** the ability to **perform the work; or**
 - (ii) **in** the absence of **such a** vacancy effect a **layoff** in **accordance with Article 15.02 by serving** notice pursuant to Article 15.01.
- (c) **Where** an Employee **with** less than twenty-four (24) **months** of **seniority has her position eliminated or is displaced in** accordance **with** this Article, **the** Employer shall:
- (i) assign the **Employee** to **any available** position which is **vacant** and for **which** she has the ability to **perform** the work; or
 - (ii) **in** the absence **of** such a vacancy effect a **layoff** in **accordance with Article 15.02 by serving notice** pursuant **to** Article 15.01.
- (d) **Where** an Employee's position **is** eliminated, and where **an** Employee is displaced **as a result of a** procedure under **this** Article, such **Employee's** rate of pay shall not be reduced until such time **as** the rate for the classification **in** which she **is** employed exceeds that of the Employee.

15.04 **Recalls**

- (a) When increasing the **work** force, recalls shall be carried out in order of seniority provided the Employee **can** perform the required **work** satisfactorily. Such recall shall apply only to work **periods** of longer than fourteen **(14)** calendar **days** **duration**.
- (b) **When the work period** is for a shorter **duration, the** Employer shall endeavour to offer such work to **laid** off Employees in order of their seniority provided the Employee **can perform the** required **work** Satisfactorily **before** offering the work to a casual Employee. **An** Employee on layoff shall have **the right to** refuse **an** offer of **a work** period of fourteen **(14)** calendar **days** or less without adversely affecting her **recall** status.

- (c) The method of recall:
- (i) for work referred to in Article 15.04(a), shall be **by** telephone **and**, if **such** is not possible, **by** double registered letter sent to the **Employee's** last **known** place of residence. The Employee so notified shall return to work **as soon as** possible but **no** later than five **(5)** days following **the date** of the telephone call **or** the **date** the letter was registered.
 - (ii) **for work** referred to in Article **15.04(b)**, shall be **by** telephone.

Where **an Employee** indicates to the Employer, in **writing**, that she does not wish to be offered work in **a specific base office(s)**, or unavailability for specific **shifts**, **the** Employer shall not be obligated to offer such **work** to the Employee.

- (d) **An** Employee shall have **the** right to refuse a recall to a position located in **a** different base office without adversely **affecting** her **recall** rights.

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**

Subject to the **terms and** conditions of policies **and** contracts entered into with the **underwriters of** the plans:

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

15.07 **Application of Collective Agreement**

- (a) **The** operation of this Article shall not be **construed as a** violation of the posting and/or scheduling provisions of Articles 7, 9, 14.
- (b) Where **an** Employee **works while** on layoff in **accordance** with Article **15.04**, **the provisions** of the Collective Agreement applicable to **a casual** Employee shall apply.
- (c) Should **an** Employee **be** affected pursuant to Article **15.01(a)** **while** she is **on** leave **of** absence, Workers' **Compensation or** absent due to illness or

injury, she shall be served ~~with~~ notice under Article 15.01 after she ~~has~~ advised the Employer of her readiness ~~to~~ return to ~~work~~.

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

ARTICLE 16: RESPONSIBILITY ALLOWANCE AND TEMPORARY ASSIGNMENT PAY

16.01 (a) **An** Employee who is assigned additional responsibilities which contribute to the administration of program(s) **and** which comprise at least twenty-five percent (**25%**) of her workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one hundred ~~thirty-five~~ dollars (**\$135.00**) per ~~month~~ in addition to her basic rate of pay.

- (b) The Employer reserves the exclusive right to determine the **need** for **and** to assign **these** responsibilities.

16.02 **An Employee** who is assigned by **the** Employer **to** temporarily replace **an** out-of-scope Employee or mother Employee in a position of greater responsibility shall be paid **an additional** ten percent (**10%**) of her basic rate of pay for each day she is **assigned** the greater responsibility.

16.03 **Where** an Employee temporarily replaces another Employee **who** is receiving a Responsibility Allowance **as** per Article 16.01(a), such Employee **shall** receive **an** amount not greater than the amount provided in Article 16.01(a).

ARTICLE 17: VACATIONS WITH PAY

17.01 *Definitions*

For the purpose of **this Article**:

- (a) “**vacation**” means **annual** vacation with pay;
- (b) “**vacation year**” means the twelve (12) month period commencing on the first (**1st**) day of _____ in each calendar **year** **and** concluding on the last **day** of _____ of the following calendar **year**;
- (c) “**date** of employment” means:
- (i) in the **case** of **an Employee** whose employment commenced between the first (1st) and fifteenth (15th) **days** inclusive **of** my **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***

- (a) **During** each year of continuous service in the employ of the Employer, an Employee shall **earn** entitlement to a vacation with pay to **be** taken in the next following year **and** the rate at which such entitlement is earned shall be governed by the total length of such service **as** follows:
 - (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**;
 - (v) an Employee who is earning **more** vacation **than** specified above **shall continue** to **earn** at the higher rate until **such** time **as** she **moves to the next** step in the **vacation** entitlement.
- (b) ***Employee with Less than a Year of Service***

An Employee **who has** less than one (1) year of service prior to the first (1st) day of _____ in any **one** (1) year shall be entitled to a **vacation** calculated on the **number of months from** the date of employment in proportion **to which** the number of months of the Employee's service bears **to** twelve (12) **months**.
- (c) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination **of** employment with another Employer signatory **to an** agreement containing **this** provision, such Employee shall, after one (1) year of service, receive vacation entitlement **as** though her employment had been continuous. The Employer shall provide the Employee with a written statement of her vacation entitlement **upon** termination.

17.03 Time of Vacation

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

17.04 Vacation Pay on Termination

- (a) If **an** Employee is terminated **and** proper notice given, the Employer shall receive vacation **pay** in lieu of:
 - (i) the unused period of vacation entitlement up to _____ in each calendar year at her basic rate, together with:
 - six percent (6%) in the case of **an Employee entitled to fifteen (15) working days** vacation per **annum**, or

- eight percent (8%) in the case of an Employee entitled to twenty (20) working days vacation per annum, or
- ten percent (10%) in the case of an Employee entitled to twenty-five (25) working days vacation per annum, or
- twelve percent (12%) in the case of an Employee entitled to thirty (30) working days vacation per annum,

of the Employee's regular earnings from the first (1st) day of _____ in each calendar year to the date of termination.

- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice, 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 (23) 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 Full-time 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
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	August Civic Day

and any day proclaimed to be a holiday by:

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

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

- (b) In addition to the foregoing Named Holidays, regular full-time and temporary full-time Employees 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 reasons acceptable to ~~the~~ Employer, or

(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, ~~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) 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 ~~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 a full-time Employee's day of rest, ~~the~~ Employee shall receive an alternate day off as outlined in Article 18.03.

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

18.06 (a) ~~An~~ Employee shall be scheduled so 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 at least three (3) consecutive days where she will not be obliged to work.

- (ii) **An** Employee granted New Year's Day off **in** accordance with Article 18.06(a) **shall** be scheduled such that she shall have **at** least three (3) consecutive days where she shall not **be** obliged to work.
- (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 Sick leave is provided by the Employer for **an** illness, injury, quarantine by a Medical **Officer** of Health or because of accident for which compensation is not payable under **the Workers' Compensation Act**.
- 19.02 On employment, **an** Employee shall be allowed **a** credit for sick leave computed from the date of employment **at** the rate of **one and one-half (1 1/2)** working days for each full **month** of employment up to a maximum **of one hundred and twenty (120) working** days, provided however that **an** Employee shall not be entitled to apply **sick** leave credits which have **been** ported pursuant to Article 19.10, 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 a **medical** certificate to the Employer for **any** illness, non-occupational accident **or** quarantine after an absence of **three (3)** consecutive working days.
- 19.05
 - (a) When **an** Employee **has** accrued **the** maximum **sick** leave credit 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.
 - (b) **An** Employee, who at the date of ratification of **this** agreement, has accrued **more than** one hundred and twenty (120) days of sick leave credits shall be entitled to **use** the additional credits until they fall below the one hundred and twenty **(120) days; thereafter,** they shall not accrue greater **than** one hundred **and** twenty **(120)** days,
- 19.06 Sick leave shall not be **granted** during **a** vacation period except:

- (a) If **an** Employee becomes ill during her vacation but only after the expiry of **the** Employee's vacation and provided the illness continues beyond the vacation,
 - (b) for the period of sick time **falling** within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the **scheduled** vacation. If the Employee **so wishes**, the number of sick days paid for **within** the scheduled vacation period shall be considered as vacation days not taken and **may** be re-scheduled at a later date.
- 19.07
- (a) An Employee who has **been** receiving **Long-Term** Disability benefits and who is able to return to **work** and who **is**:
 - (i) capable of performing the duties of her former position, shall provide **the** Employer with **two (2)** weeks written notice of readiness to **return to** work. The Employer shall then reinstate her in **the same** position held by her immediately prior to her disability **at** not less than the same step in the pay scale **and** other benefits that **accrued** to her prior to disability;
 - (ii) incapable of performing the duties of her former position, but is capable of performing the **duties** of her former classification, shall provide the Employer with **twenty-eight (28) days** written notice of her readiness to return to work **and** the Employer shall then reinstate her to **an** existing position for which she is capable of performing the work entailed, **at** not less than the **same step** in the pay scale and other benefits **that** accrued to her prior to disability;
 - (iii) incapable of performing **the** duties of her former classification, shall be considered to have terminated her employment relationship with the Employer on the day following **the last date of** Long-Term Disability benefits.
 - (b) An Employee **who does not** qualify for LTDI benefits **and** who exhausts her sick leave credits during the course of **an** illness shall be considered as remaining **on** sick leave without pay or benefits for the duration of the illness or **up to eighteen (18) months**, whichever is the lesser. Upon the Employee's **readiness** to return to work following **such** leave she **shall** provide the Employer with one **(1)** months notice of her intention to **return to work**. The Employer **shall** then reinstate her in the same classification **which** she held immediately prior to the absence, subject to the Layoff and Recall provisions of **this** Collective Agreement.
- 19.08
- 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 or 14.

- 19.09 Sick leave **credits** shall not accumulate during periods of illness or injury.
- 19.10 Upon request of **an** Employee but not **more** frequently than quarterly, the Employer shall advise **an** Employee of her **accrued** sick leave credits.
- 19.11 Employees shall **notify** their immediate Supervisor **as** quickly **as** possible of **an** absence **due** to illness **so** that arrangements **may** be made to ensure staffing levels and service delivery **are** provided.
- 19.12 **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 where **the** Employer is also party to a Collective Agreement with **an** identical 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 therefore. **The** Employee shall be provided with **a** written statement of such entitlement upon her termination.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 All Employees shall be covered by Workers' Compensation with the Employer paying the required **premiums**. **Any** benefits which may **arise** from this coverage shall be subject to the policies **and** regulations of the Workers' Compensation **Board**.
- 20.02 **An** Employee **who has been** on Workers' Compensation and **who** is **certified** by the Workers' Compensation **Board** **to** be fit to return to **work** and who is:
- (a) capable of **performing** the **duties** of her former position, shall provide the Employer with two **(2)** weeks written notice of readiness to **return to** work, The Employer shall then reinstate the Employee in the **same** position held by her immediately prior **to the** disability with benefits that accrued to her prior to the disability;
 - (b) incapable of performing **the** duties **of** her former position, but is capable of performing the **duties** of her former **classification**, shall provide the Employer **with** **twenty-eight (28) days** written notice of her readiness to return to work. **The** Employer shall then reinstate her to **an existing** position **for** which she is capable of **performing** the work entailed, with **benefits** that accrued **to** her prior to the disability;
 - (c) incapable of performing the **duties** of her former classification, shall be entitled **to** benefits she is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.

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

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

ARTICLE 21 : PREPAID HEALTH BENEFITS

The current benefit plan shall remain in place until January 1, 1998, when the provisions of Article 21 will take effect.

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

- (a) Aetna Supplementary Benefits Plan or equivalent;
- (b) Alberta Health Care Insurance Plan;
- (c) The Provincial Health Authorities of ~~Alberta~~ 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) Aetna 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(a) **and** (c).

21.06 Such coverage shall be provided to regular **and** temporary Employees except for:

(a) a part-time Employee **whose** hours of **work are** less **than** fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

(b) a temporary Employee **who** is hired to **work** for a position of less **than six (6)** months;

which Employees **are** eligible to participate only in Articles **21.01(a), 21.01(b)** and Article **21.01(c)(v)** above.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Provisions

(a) **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 written consent of the Employer.

- (b) Applications for leave of absence shall be made in writing to the Employer **as** early **as** possible. Applications for leave shall indicate the departure on leave of absence and the date of return to work.
- (c) In the case of **an** approved leave of absence, except **as** provided in Article 22.01(d) **and** (e), without pay of more than one (1) months duration, **an Employee** shall:
 - (i) if the Employee wishes to maintain coverage, **make** prior arrangements for the **direct** payment of the full premium of **all** contributory benefit plans subject **to the insurer's** requirements;
 - (ii) with the exception of leave **for** Union business, cease to **accrue** sick leave, **and** vacation for the entire period;
 - (iii) except for Union leave **and** educational leave granted under Article 22.05 have her pay increment **date** adjusted by the number of calendar **days** equal **to** her **length** of leave **and** such date shall prevail thereafter.
- (d) For the portion of Maternity Leave during **which** **an** Employee has a valid health-related reason for **being** absent **from work and** who is in receipt of **sick** leave, EI **SUB Plan** Benefits, STD or LTD; benefit plan premium payments shall **be** administered in **the same fashion as an Employee** absent due to illness,
- (e) Vacation accrual **and** time counted **towards** achieving another increment ~~for the portion of~~ Maternity Leave **during** which **the** Employee **has** a valid health-related reason for **being** absent **from work and** who is in receipt of **sick** leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with **the** applicable provisions of the Collective Agreement.
- (f) **An** Employee granted leave of absence without pay shall not be entitled to a Named Holiday with pay which may fall **during the** authorized leave of absence.

22.02 *Bereavement Leave*

- (a) Upon request, **an** Employee shall be granted reasonable leave of absence in **the** event of **the** death of **a member** of **the** Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, 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 four **(4)** working **days** of such **leave of absence, the** Employee shall suffer no **toss** of regular earnings. **This** may be extended by two **(2) working** days in the event that the Employee is **required** to travel.

- (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, **EI** **SUB** Plan benefits, **STD** or **LTD**. Maternity leave shall not exceed twelve **(12) months** unless mutually agreed otherwise between **the** Employee **and** the Employer.
- (c) **An** Employee on such leave shall provide the Employer with **at** least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate her in **the same** position held **by** her immediately prior to **taking** leave, or, if such is not possible, provide her with **alternate work** of a comparable nature at not less **than** the same step in the pay scale **and** **other** benefits **that** accrued to her **up** to the date she commenced leave.

22.04 *Adoption/Paternity Leave*

- (a) **An Employee** who **has** completed her probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve **(12)** months for the purpose of **adopting** a child or for parenting duties following the birth of a child. **An** Employee on such leave shall provide the Employer with at least two **(2) weeks** written notice **of** readiness **to** **return** to work. The Employer shall reinstate her in the **same** position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than **the same** step in the pay scale **and** other benefits that accrued to her **up to the date** she commenced leave.

- (b) The Employee **may** commence **adoption** leave **upon** one (1) **days** notice provided that application for such leave is **made** when the adoption has **been** approved **and** the Employer is kept informed **of** the progress of **the** adoption proceedings.
- (c) **The** Employee may commence paternity leave upon 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) Leave of absence for the purpose of obtaining additional education **may** be granted **at** the **discretion** of the Employer.
- (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.
- (c) **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.

22.06 ***Court Appearance***

- (a) In **the** event **an** Employee is required to appear before **a** court of law as a member **of** a jury **or** as a **witness** in matters arising **out** of her employment with the Employer, **the** Employee **shall**:
 - (i) **suffer no loss of regular earnings for** the scheduled shift(s) **so** missed;
 - (ii) be paid **an** amount equal to her average daily earnings **at** the basic rate of **pay to a maximum** of her regularly scheduled daily hours for each day in attendance in **court** on **a** scheduled day of rest, **and** be granted **an alternate day** of rest **as** scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event **an** Employee is scheduled **to work on** the evening or night shift(s) on the day(s) or **the** night **shift** commencing on the day(s) **on which** she is called **as** a juror or witness in **matters arising** out of her employment with **the** Employer, she shall be granted **a** leave of absence for those scheduled shift(s).

- (c) Where **an** Employee is required by law to appear before a court **of** law for reasons other **than** those stated in (a) **above**, she shall be **granted a** leave of **absence** without pay.

22.07 Special Leave

- (a) **When** the Employer transfers an Employee to another office and **such** move necessitates **a** change of residence, the Employee shall be allowed leave with pay for up to **three (3)** days for the purpose **of moving** her personal effects. The cost shall be the responsibility of the Employer,
- (b) Leave of **absence** with pay **may** be granted to **an** Employee to **a** maximum of ten (10) working days per year, based **on** the contract **year** for the following reasons:
 - (i) doctor appointments,
 - (ii) dental appointments,
 - (iii) optical appointments,
 - (iv) change of **domicile**,
 - (v) illness in **the** immediate family. **Immediate** family shall **mean** spouse (including common-law spouse) **son**, daughter, mother or father.
- (c) Special leave as provided in Article **22.07(b)(iv)** will not **be** granted within twenty-eight (**28**) **calendar** days prior to termination of employment.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory **conduct** by an Employee which is considered by the Employer to be serious enough to be entered on **the** Employee's record but not **serious** enough to warrant suspension or dismissal shall result in **a written warning to** the Employee **and a** copy to the Union within ten (**10**) days of the **date** the Employer **first** became aware **of, or reasonably should have become aware of the occurrence of the act.** **A** written warning that is grieved and determined to be unjustified shall be **removed** from the **Employee's** record.

23.02 Unsatisfactory performance by **an** Employee which is considered by the Employer to be **serious** enough to **be entered** on the Employee's record, but not **serious** enough to warrant **suspension or dismissal**, shall result in **a** written warning **to** the Employee **and a** copy to **the** Union within ten (10) days of the date the Employer **first became** aware of, or reasonably should have become aware of **the** occurrence of the **act.** It shall **state a definite period** in **which** improvement or correction is

expected and, **at** the conclusion of such time **the** Employee's **performance** shall be reviewed with respect to the discipline. **The** Employee shall be informed in writing of the results of the review. The assignment **of** an improvement or correction **period** shall not act to **restrict** the Employer's right to take further action during said period, should the **Employee's** performance **so** warrant. **A written** warning that is grieved and determined **to** be unjustified shall be removed from **the** Employee's record.

- 23.03** In the event **an** Employee is **suspended** or dismissed, **the** Employer shall provide written reasons for the suspension or dismissal **to** the Employee **and** the Union forthwith **and** in **any event** not **later than** five **(5)** days of the **action** being **taken**. The **action** of suspension or **dismissal** shall be within ten **(10)** days of the date **the** Employer first became aware of, or reasonably should have become aware of the Occurrence of the **act** giving rise **to the** suspension or dismissal. **When** the action involves **a** suspension the notice shall specify the time period of the suspension.
- 23.04** An Employee **who has** been subject to disciplinary action may, **after** two **(2)** years **of** continuous service **from** the **date** the disciplinary measure **was** invoked, request in **writing** that her personnel **file** be cleared of **any** record of the disciplinary action. **Such** request shall be **granted** provided the Employee's file does not contain **any** further record of disciplinary action during the **two (2)** year period, of which **the** Employee is **aware**. The Employer shall confirm in writing to the Employee that such action **has** been effected.
- 23.05** **The** procedures **stated** in Articles 23.01, 23.02 and 23.03 **do not** prevent immediate suspension or **dismissal** for just cause.
- 23.06** **Where** circumstances permit, the Employer shall schedule **a** disciplinary discussion with the Employee by giving reasonable advance **notice** which shall not **be** less than twenty-four (24) hours. At such discussion **an** Employee **may** be accompanied by **a** representative of **the** Union.
- 23.07** In **the** event that **an** Employee is reported to her licensing body by the Employer, the **Employee** shall be so advised, **and** unless otherwise requested a written copy shall be **forwarded** to the Union forthwith.
- 23.08** **An** Employee absent without good **and** proper reason **and** without notifying the Employer shall be **considered** to have **terminated** her services with the Employer.
- 23.09** Except for the dismissal of **a** probationary Employee, there shall be no suspension, **dismissal** or discipline except for **just cause**.
- 23.10** Twenty-eight **(28)** calendar **days** notice in writing, shall **be** given by **an** Employee **who** resigns.
- 23.11** Vacation pay on **termination** shall **be** paid in accordance with Article 17.04.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

25.02 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.

25.03 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.

- 25.04** 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.
- 25.05** ~~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.
- 25.06** 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** confidential manner.
- 25.07** ~~The~~ Employee's payroll cheque stub shall display the purpose and **amount of** each item of income to the extent that the Employer's accounting system is capable. ~~The~~ Employee's payroll cheque stub shall display **the purpose and amount** of each deduction.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course	35¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	35¢
One (1) Year Diploma	35¢
Baccalaureate Degree	75¢
Master's Degree	\$1.00

- 26.02** **The** allowances for a clinical course 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.

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 as** follows:

- (a) Experience prior to a five **(5)** year lapse will not be recognized.
- (b) **All experience** satisfactory to **the** Employer shall be **recognized on a one-** for-one basis, up to the top increment in the salary scale,

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 A **shift** premium of one dollar and fifty-five cents **(\$1.55)** per hour shall be paid for each hour worked between seventeen hundred **(1700)** hours and zero **seven thirty (0730)** hours. Such premium payment shall not be considered **as** part of the Employee's basic rate of pay.

28.02 A **weekend** premium of one dollar and **fifteen** cents (\$1.15) per hour shall be paid to Employees for each hour worked within the period commencing seventeen (1700) hours Friday to zero **seven thirty (0730)** hours Monday. Such premium payment shall not be considered **as** part of the Employee's basic rate of pay.

ARTICLE 29: PENSIONS

The Parties shall **contribute to the** Local **Authorities Pension Plan** or the Public Service Pension Plan or **an** alternate Plan mutually **agreed upon**, to provide benefits for all Employees eligible for enrollment.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

Part-Time Employees

30.01 All provisions of **this** Collective Agreement shall apply to **regular** part-time Employees except:

Article 7 **Hours of Work**

Article 17.02(a) and (b) **Vacation entitlement**

Article 18 **Named Holidays**

Article 19 **Sick Leave**

Article 22 **Leave of Absence**

Letters of Understanding Re: Hours Of Work, and 5-5-4 Earned Day Off Work Arrangements

Which **are** superceded and replaced by the following:

Hours of Work

- 30.02 (a) Part-time Employees' hours shall not exceed **seven (7)** consecutive hours per **day** and shall be less than **thirty-five (35) hours per week**.
- (b) Part-time Employees shall have **(2)** consecutive **days** of rest per week unless altered by mutual agreement **between the** Employer and the Employee.
- (c) 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 (7) hours; or
 - (ii) include, as scheduled by **the** Employer, one (I) rest period of thirty **(30)minutes during** each full **working** shift of seven (7) 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 sixty **(60)** minutes to be scheduled by the Employer during each working day **on** which **the Employee** works in excess of four **(4)** hours. **The** Employer **and** the Employee **may** mutually agree to **a meal** period of less or **more than** sixty (60) minutes.
- (d) **If an Employee** is required to work 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 missed** meal period or rest period **at** the overtime rate.
- (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 therefore at **the** applicable overtime rate. On the date **fixed** by said Act for the resumption of **Daylight Saving Time**, the resultant reduction **of one** (I) hour in the **shift** involved shall **be effected with the** appropriate **deduction** in regular **earnings**.

- (f) **When** mutually agreed, a part-time Employee may work full-time hours in special circumstances such **as** replacement for vacation, **sick** leave, or absence from work **by an** Employee for any reason.

Shift Schedules

- 30.03 (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 normal hours of work, to be scheduled by the Employer, shall fall between the hours of **zero seven thirty (0730)** hours and twenty-two hundred **(2200) hours**, such **hours of work** not to exceed the provisions of Article 30.02 (a) above in **any one day**.
- (b) **The normal range** of hours identified in Article 30.03 (a) **may** be altered by **mutual** agreement between the Employee and the Employer.

Schedule Posting

- 30.04 (a) Shift schedules shall be posted six (6) **weeks** in advance. Notwithstanding **the** foregoing, the **shift** schedule may be posted with less **than six** (6) **weeks** notice **by** mutual agreement between the Employee(s) and the Employer.
- (b) Unless **an** Employee is given **at** least seven **(7)** calendar **days** notice of a change of her scheduled day(s) **off**, she shall be paid one **and** one-half times **(1 1/2X)** her basic rate of pay for all hours worked on such **day(s)**. Where the Employer **and** Employee mutually agree, **this** penalty payment may **be** compensated **with** time off, rather **than** pay. **This** time off shall be taken **at a** mutually agreeable time within three (3) months **from** the date the schedule was changed.
- (c) **If, in the course** of a posted schedule, the Employer changes the Employee's **shift start** time by two **(2)** hours or **more** she **shall be** paid at the rate of **one** and one-half times **(1 1/2X)** her basic rate of pay for all **hours worked on** this shift **unless at** least seven (7) calendar **days notice** of such change **has** been given.
- (d) Notwithstanding Article 30.04 (b) or (c), changes to the posted shift schedule **may** be **made** without penalty **at any** time, by mutual agreement of the Employee and Employer.
- (e) **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.

Employee Shift Exchange

30.05 Employees may exchange **shifts among** themselves with the approval of the supervisor.

Travel Time

30.06 Time spent traveling **on** Employer authorized business shall **be** considered hours worked **and** be paid at **the** applicable rate. For the first Employer authorized business **of** the working day, such travel time will be calculated from whichever results **in** the **most** direct route to **the destination; either the** Employee's base office or the Employee's residence.

Named Holidays

30.07 Part-time Employees who work **on a** Named Holiday shall be paid at **one** and one-half times (1 ~~1/2~~**X**) her basic hourly rate for all hours worked.

30.08 Part-time Employees shall be paid, in addition to their basic rate of pay, in **lieu** of Named **Holidays**, five point two percent (**5.2%**) per **annum**.

30.09 **Vacation With Pay**

Amend Article 17.02(a) and (b) and replace with:

(a) **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 **of** such entitlement earned shall **be governed by the total length** of service in accordance with the following:

Hours worked at the rate specified in 30.09(b)	X	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	----------	--	----------	--

- (i) **six percent (6%) during the first (1st) employment year;**
- (ii) **eight percent (8%) during the second (2nd) to ninth (9th) employment years;**
- (iii) **ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years;**

- (iv) twelve percent (12%) during the twentieth (**20th**) and subsequent employment years.
- (b) For the purposes of Article 30.09(a), only those **hours of work** paid at the basic rate of pay, hours worked on a Named Holiday to a **maximum** of seven (**7**) hours, **and** periods of **sick** leave with **pay will be recognized** for the purpose of determining vacation pay or entitlement.

Increment Accrual

- 30.10 (a) **Part-time** Employees shall be entitled to **an** increment upon completion of one **thousand, eight hundred and twenty-seven (1,827) hours** of work and a further increment upon completion **of** each period of **one thousand, eight hundred and twenty-seven (1,827) hours** worked thereafter **to the maximum** increment **granted** full-time Employees.
- (b) Part-time Employees shall receive credits for hours equivalent to **Named** Holiday pay received in totalling hours for increment purposes.
- (c) For part-time Employees, leave of absence for Union business, other **leaves** of absence not exceeding one (**1**) **month, vacation with** pay, 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 30.10(a).
- (d) 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 **30.10(a)** pro-rated on the basis of **the** regular hours worked by the **part-time** Employee in relation to the regularly scheduled hours for **a** full-time Employee.

Sick Leave

- 30.11 Sick leave is provided by the Employer for **an** illness, injury, quarantine by a **Medical** Officer of Health or because of accident for which compensation is not **payable** under the **Workers' Compensation Act**.
- 30.12 Part-time Employees 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 regular hours worked by the part-time Employee in relation to **the** regularly scheduled hours for **a** full-time Employee.
- 30.13 **An** Employee **granted** sick leave shall be paid for the period of such leave at her basic rate of **pay and the number of hours thus** paid shall be deducted from her accumulated sick leave credits up **to the total** amount of the Employee's **accumulated** credits at the **time** sick leave commenced.

- 30.14 Employees **may** be required to submit a medical certificate **to the** Employer for any illness, non-occupational accident or quarantine after **an absence** of three (3) consecutive working days.
- 30.15 **When an** Employee **has** accrued the maximum sick leave credit of eight hundred and forty (840) hours, she shall **no** longer **accrue** sick leave credits until such time **as** her total accumulation is reduced below the maximum. At that time **she** shall recommence accumulating sick leave **credits**.
- 30.16 **Sick** leave shall not be **granted** during a vacation period except:
- (a) If an Employee **becomes ill** during **her** vacation but only after **the** expiry of the Employee's vacation **and** provided the illness continues beyond the vacation,
 - (b) for the period of sick **time** falling within a scheduled **vacation** period provided that the Employee **becomes** ill prior to **the** commencement of **the** scheduled vacation. If the Employee **so** wishes, the number of **sick** hours paid for within the scheduled vacation period shall be considered **as** vacation days not taken and **may** be re-scheduled **at** a later date.
- 30.17 Sick leave credits shall not accumulate during periods of illness or injury.
- 30.18 **Upon** request of **an** Employee but not more frequently **than** quarterly, the Employer shall advise **an** Employee **of** her accrued **sick** leave credits.
- 30.19 **Employees** shall notify their immediate **Supervisor** as quickly **as** possible of **an absence due to illness so that** arrangements **may** be made **to** ensure **staffing** levels and service delivery **are** provided.
- 30.20 **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 **where** the Employer **is also party to** a Collective Agreement with **an** identical 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 **therefore**. **The** Employee shall be provided **with a** written statement of **such** entitlement upon her termination.

Leave of Absence

30.21 *General Provisions*

- (a) 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 written consent of **the Employer**.

- (b) Applications for leave of absence **shall** be made **in writing** to the Employer **as early as** possible. Applications for leave shall indicate the departure on leave **of** absence **and the** date of return to work.
- (c) In the case of **an** approved leave of absence, except **as** provided in Article 30.21 (d) **and** (e), without pay of more than one (1) months duration, **an** Employee shall:
 - (i) if the Employee wishes to maintain coverage, make prior arrangements for the direct payment of the full premium of all contributory benefit plans subject to the insurer's requirements;
 - (ii) **with the** exception of leave for Union business, **cease** to **accrue** sick leave, **and** vacation for the entire period;
 - (iii) except for Union **Leave and** educational leave granted under Article 30.25 have **her** pay increment date adjusted by the number of **calendar days equal** to her **length of leave and such date** shall prevail thereafter.
- (d) For the portion of Maternity **Leave during which an** Employee **has** a valid health-related reason for being absent from work and who is in receipt of **sick leave, EI SUB Plan Benefits, STD or LTD; benefit** plan premium payments shall be administered in the same fashion **as an** Employee absent due to illness.
- (e) Vacation accrual **and** time counted towards achieving another increment for the portion of **Maternity Leave during which the Employee has** a valid health-related **reason** for being absent **from work and who** is in receipt of sick leave, EI **SUB** Plan Benefits, STD or LTD, shall be administered in accordance with **the** applicable provisions of the Collective Agreement.
- (f) **An** Employee **granted** leave of absence without pay shall not be entitled to a **Named** Holiday with pay which may fall during the authorized leave **of absence**.

30.22 ***Bereavement Leave***

- (a) Upon request, **an** Employee shall **be** granted reasonable leave of absence in the event of the **death** of a member of **the** Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, **guardian** or **fiance**). 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 **four (4)** working days **of** such leave of **absence**, the **Employee** shall suffer no **loss** of **regular** earnings. This **may** be **extended** by two **(2)** working days in the event that the Employee is required **to** travel.

- (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.

30.23 *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, EI **SUB Plan** benefits, STD or LTD. Maternity leave shall not **exceed** twelve **(12)** months **unless** mutually agreed otherwise between the **Employee and** the Employer.
- (c) **An** Employee on such leave shall provide the Employer with at least two **(2)** weeks written notice of **readiness to** return to work. The Employer shall reinstate her in the **same** position held **by** her immediately prior **to taking** leave, or, if such is not possible, provide her **with** alternate work of **a** comparable nature at **not less than** the **same** step in the pay scale and other benefits that accrued to her **up to the date** she commenced leave.

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

- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is **made** when the adoption has **been** approved and the Employer is kept informed of the progress of the **adoption proceedings**.
- (c) The Employee may commence paternity leave upon one (1) days notice provided that the initial application for such leave **is** made twelve **(12)** weeks prior **to the expected** date of delivery.

30.25 *Educational Leave*

- (a) Leave of **absence** for the purpose of obtaining additional education may be granted at the discretion of the Employer.
- (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.

30.26 *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 or Article 30.
- (b) In **the** event **an** Employee is scheduled to **work** on the evening **or** night shift(s) **on** the day(s) or the night **shift** commencing **on** the day(s) on **which** she is called **as** a juror or witness in matters arising out of her employment with the Employer, she shall be granted **a** leave of absence for **those** scheduled **shift(s)**.
- (c) Where **an** Employee is required by law to appear before **a** court of law for reasons other than those stated in **(a)** above, she shall be **granted** a leave of absence without pay.

30.27 Special Leave

- (a) When the Employer transfers an Employee to another office and such **move** necessitates a change of residence, the Employee shall be allowed leave **with** pay for **up to three (3) days** for the purpose of moving her personal **effects**. The cost shall be the responsibility of **the Employer**.
- (b) Leave of absence with pay **may** be granted to an Employee to a **maximum of ten (10) working days** per year, pro-rated based on **the number** of hours **worked** in relation to **the number of hours worked by a full-time Employee**, **based** on the contract year for the following **reasons**:
 - (i) doctor appointments,
 - (ii) **dental** appointments,
 - (iii) optical appointments,
 - (iv) change of **domicile**,
 - (v) illness in **the immediate family**. Immediate family shall mean spouse (including common-law spouse) son, daughter, mother or father.
- (c) Special leave as provided in Article 30.27(b)(iv) will not be granted **within** twenty-eight **(28) calendar days** prior to termination of employment.

Temporary Employees

30.28 All provisions of this Collective Agreement shall apply to temporary **Employees** except:

Article 15 Layoff and Recall
Letter of Understanding Re: Severance
Letter of Understanding **Re: Transfer of Programs**

Casual Employees

30.29 The provisions of **this** Collective Agreement shall apply to **casual Employees with** the exception **of** the following articles:

Article 7 Hours of **Work**
Article **15** Layoff and Recall
Article 12 Seniority
Article **17** Vacation
Article 18 Named Holidays
Article **19** Sick Leave

Article 21 Prepaid Health Benefits
Article 22 Leaves of Absence
Article 29 Pensions
Letters of Understanding Re: **Hours** of Work, and 5-5-4 Earned Day **Off** Work Arrangements

Which are superceded and replaced by the following:

Hours of Work

- 30.30 (a) 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 (7) hours; or**
 - (ii) **include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven (7) 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 sixty (60) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. The Employer and the Employee may mutually agree to a meal period of less or more than sixty (60) minutes.**
- (b) **If an Employee is required to work 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 missed meal period or rest period at the overtime rate.**
- (c) **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 therefore 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.**

Travel Time

30.31 Time spent traveling on Employer **authorized business** shall be considered hours worked **and** be paid at the applicable rate. For the first Employer authorized business of the working day, **such** travel time will be calculated from whichever results in the most direct route to the destination; either the Employee's base **office** or the Employee's residence.

Vacation and Named Holidays

30.32 **Casual** Employees **who work** on a **Named** Holiday shall be paid **at one and one-half times** (1 1/2X) their basic hourly rate for all hours worked.

30.33 **Casual** Employees shall be paid, **in** addition to **their** basic rate **of** pay, **in lieu of** **Named** Holidays, five point **two** percent (**5.2%**) per **annum**.

30.34 (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.

(c) 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.

Increment Accrual

30.35 (a) **Casual** Employees shall be entitled to **an** increment upon completion of one **thousand, eight hundred and twenty-seven (1,827)** hours of work **and a**

further increment upon completion of each period of one thousand, eight hundred and twenty-seven (1,827) hours worked thereafter to the maximum increment granted full-time Employees.

- (b) **Casual** Employees shall receive credits for **hours** equivalent to Named **Holiday** and vacation pay received in totalling hours for increment purposes.

30.36 **Casual** Employees shall be paid thirty-six dollars (\$36.00) or pay at their regular rate, for each day worked, whichever is greater.

30.37 Where it is the intention of the Employer to increase the number of **Casual Employees**, such intention shall be posted in all offices of the Employer.

ARTICLE 31 : COPIES OF COLLECTIVE AGREEMENT

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

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 Communication

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

32.02 **Definition of Time Periods**

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

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

(a) **Step 1**

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

(b) **Step 2**

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

(c) **Step 3**

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

(d) **Step 4**

If the decision of the Chief Executive **Officer** or designate is not acceptable to the Union, it may submit **the grievance** to arbitration as hereinafter provided within **seven (7) days** of receipt of the decision from **the Chief Executive Officer or designate**.

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

32.04 *Disputes Between the Parties*

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

32.05 *Default*

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

ARTICLE 33: **ARBITRATION**

33.01 **Either of the parties wishing to submit a grievance to arbitration shall notify the **other** party in writing to its intention **to do so; and****

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

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

- (a) inform the other party **of** the name of its appointee to an Arbitration Board; or
- (b) **arrange to meet** with the other party in an **effort** to select a single arbitrator. Where agreement cannot be reached on the principle **and/or** selection of a single arbitrator, an Arbitration Board **shall** be established.

33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Minister of Labour for the Province of Alberta to appoint a chairperson.

33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, she/it shall meet with the parties within twenty-one(21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.

33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.

33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to her/it seems just and reasonable in all the circumstances.

33.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.

33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.

33.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.

ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

- 34.01 A Committee shall be **formed**, where one does not already exist with representation **from** this bargaining unit, **to** discuss issues of concern **regarding** occupational health and safety. This **Committee** may include representation from other recognized functional bargaining units. Where such a Committee **already exists**, or is subsequently **formed**, it will not be a requirement to have an additional Committee due **to this** provision, if there is representation from this **bargaining** unit on the Committee.
- 34.02 The Union shall discuss the occupational health **and** safety complaint **with** the immediate **supervisor** before the matter is discussed **at** the Committee.
- 34.03 **The Terms** of Reference for **this Committee** will be established by the Committee.
- 34.04 (a) The Committee will make recommendations to the CEO or designated alternate **where** the issues are not resolved at the committee level.
- (b) Should **the** recommendation not be implemented **and** adequate steps taken **towards** implementation within forty-five **(45)** calendar **days from** the date **the** recommendation is made, the **Committee** may request and shall have the right to present its recommendations to the Governing **Board**. The **Governing** Board will then give their reply **to** the Committee within fourteen **(14)** calendar **days**.
- 34.05 The bargaining unit representative **on** the Committee shall be paid the basic rate of pay for attendance **at** such meetings.

ARTICLE 35: STAFF DEVELOPMENT

- 35.01 The parties to this Collective Agreement recognize the value of continuing staff development for **Employees** in the **Nursing** profession and that the responsibility for such continuing staff development lies not only **with** the individual but also with the Employer. **For** the **purpose** of **this** Article, **the** term "staff development" includes orientation, acquisition and maintenance of essential skills **and** other programs which may be approved by the Employer.
- 35.02 (a) Employees **who are** required by the Employer to attend **staff** development **activities** shall be reimbursed for **transportation**, subsistence, required course material and registration **fees and** shall be paid at the applicable rate of pay.
- (b) **All** Employees will have the opportunity to attend **at** least one (1) job-related conference, seminar or workshop per **year** with pay. **The** timing **of** said attendance must be approved by the Employer. In addition, **an** Employee will be advised prior **to** taking short **term** leave under this

Article of any transportation **costs, registration fees and** subsistence that will be paid by the Employer,

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 A Professional Responsibility Committee(s) shall be formed, with equal numbers of representatives of the Employer, **and** Employees. The structure of this Committee(s) will be determined by the Employer, for example, regionally, or by **area or program.**
- 36.02 The function of this Committee is to examine and **make** recommendations regarding **the** concerns of Employees relative to client care. The terms of reference for this Committee will be established by the Professional Responsibility **Committee.**
- 36.03 **The** Employee and/or **Union** shall **discuss** the client **care concerns** with **the** immediate supervisor before the matter is discussed **at** the Professional Responsibility Committee.
- 36.04 (a) The **Committee** will make **recommendations to** the CEO or designated alternate where the issues **are** not resolved **at** the Professional Responsibility **Committee** level.
- (b) Should the recommendation not **be** implemented and adequate steps taken towards implementation within forty-five **(45)** calendar **days from** the date the recommendation is **made,** either parties' representatives on the Professional Responsibility Committee may request and shall have the right to present its **recommendations** to the **Governing Board.** **The** **Governing Board** will **then** give their reply to the Committee within **fourteen (14)** calendar days.
- 36.05 Employee representatives on the **Committee** shall be paid the **basic** rate of pay for attendance **at** such **meetings.**

ARTICLE 37: COMMITTEE PARTICIPATION

- 37.01 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 at the **request** of the Employer, shall be paid at her basic rate of pay for attendance at such meetings.

ARTICLE 38: JOB DESCRIPTION

- 38.01 For each nursing position in the **bargaining unit,** the Employer shall prepare a job description. Copies of such descriptions shall be **on hand at** each office **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 39: SUBSISTENCE

39.01 Employees, who are required to travel on business authorized by the Employer, shall be reimbursed for expenses incurred as shown below:

(a) Meals

When an Employee is required or authorized by the Employer to travel outside her assigned work area or is requested to make an unscheduled trip necessitating the purchase of a meal, the Employee may claim for reimbursement for the following meal(s), to a maximum of:

Breakfast	Lunch	Dinner
\$5.80	\$7.40	\$13.50

includes gratuity

Reimbursement for meals may be claimed as follows:

- (i) **Breakfast**, if the time of departure is earlier or the time of return is later than 0730 hours, or
- (ii) **Lunch**, if the time of departure is earlier or the time of return is later than 1300 hours, or
- (iii) **Dinner**, if the time of departure is earlier or the time of return is later than 1800 hours,

(b) ***Per Diem Allowance***

The per diem allowance for personal expenses for travel on Employer business shall be four dollars eighty-five cents (**\$4.85**) for every full twenty-four (24) hour period on travel status.

(c) ***Accommodation***

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, she may claim reimbursement as follows:

- (i) Full reimbursement for approved hotel or motel accommodation upon the provision of a receipt.

- (ii) Where no accommodation receipt is produced, a flat rate of thirteen dollars thirty-five cents (\$13.35) may be claimed in lieu of the allowance claimable under sub-section(i).

(d) *Miscellaneous Travel Costs*

- (i) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (ii) Parking charges incurred while on Employer business may be claimed upon submission of receipts.

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

(Employer)

(Local)

Date: _____

Date: _____

SALARIES APPENDIX

Year	1	2	3	4	5	6	7	8
Registered Nurse (R.N.)								
Registered Psychiatric Nurse								
April 1, 1997	19.02	19.64	20.20	20.80	21.41	21.99	22.63	23.32
April 1, 1998	19.66	20.30	20.88	21.50	22.14	22.74	23.39	24.11
Certified Graduate Nurse								
Graduate Psychiatric Nurse								
April 1, 1997	17.55	17.98	18.34	18.61	18.84	18.99	19.28	19.87
April 1, 1998	18.14	18.58	18.96	19.23	19.47	19.63	19.93	20.54

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY**

AND

UNITED NURSES OF ALBERTA, LOCALS #42, #90, #97, #114 AND #169

**RE: IMPLEMENTATION OF SALARIES APPENDIX
NEW EIGHTH (8TH) STEP**

1. Part-time and **Casual Employees** who, as at date of ratification, have worked the requisite amount of **hours at the seventh (7th) step** shall be moved to the **new eighth (8th) step**. Full-time Employees **who as at the date of ratification have worked** at the seventh (7th) step for one (1) **full calendar year** shall be moved to the **new eighth (8th) step**.
2. Part-time **and Casual Employees** who, **as at date** of ratification, have not worked the requisite amount of **hours at the seventh (7th) step** or the requisite amount of time **at the seventh (7th) step, shall progress** to the **new eighth (8th) step** following the requisite amount of hours **at the seventh (7th) step**. **Full-time Employees who, as at date of ratification,** have not worked at the **seventh (7th) step** for one (1) **full calendar year**, shall progress to the **new eighth (8th) step** following completion of the requisite **calendar year**.

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY**

AND

UNITED NURSES OF ALBERTA, LOCALS #42, #90, #97, #114 AND #169

**RE: IMPLEMENTATION OF SALARY APPENDIX
AND ARTICLE 26: EDUCATION ALLOWANCES**

1. **This** Letter of Understanding shall be effective **from** the date of ratification of **this** Collective Agreement, until April 1, 1998.
2. **This** Letter of Understanding applies only to Employees **who** as at the date of ratification of this Collective Agreement **are** receiving basic rates **of** pay **and** education allowances which **when** combined, are higher than **those** outlined in the **Salaries** Appendix and Article 26: Education Allowances.
3. The Employees referred to in point #2 shall continue to receive **their** higher combined basic rate of pay **and** education allowance until April 1, 1998, or until **they** move to the next higher increment in the **salary** scale, whichever **occurs** first,
4. Effective April 1, 1998, the Employees referred to in point #2 shall instead receive, the basic rates of pay and **educational** allowances outlined in the **Salaries Appendix** and Article 26.

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**UNITED NURSES OF ALBERTA,
LOCALS #42, #90, #97, #114, #169 AND #197**

RE: HOURS OF WORK AND ALTERNATIVE SCHEDULING PROVISIONS

1. The parties **recognize** that the community health nursing environment has **changed** significantly **and** will continue to evolve.
2. It is recognized that hours of work **and** scheduling provisions that **were** appropriate in the past **may** not serve the needs of clients in the future. It is also recognized that scheduling provisions **are** important to staff satisfaction.
3. Upon **the** request of either party, **a** joint union management committee(s) will be **formed** to examine alternative hours of work or scheduling provisions other **than** those that exist in Article 7: Hours of Work, in order to meet the **needs** of the clients, the Employer, **and the** Employees.
4. **This** Committee(s) **may** be formed on **a** regional, area, or **base** office **basis**, at the option **of** the Employer. The Committee shall convene within six **(6)** weeks of **a** request of one (1) of the parties pursuant **to** point #3.
5. **The** Committee **may** examine **issues** such as: number of consecutive **days** of work, **the** daily and weekly hours, **the number** of weekends **worked**, **and any** other scheduling or hours of work issues **raised by** either party in accordance **with** point #3 above.
6. The Committee will examine **and make** recommendation(s) **back to the** respective parties concerning scheduling and hours of work issues. **Both** parties must approve the recommendation(s) in order for **the** recommendation(s) **to** be implemented.
7. Either party **may** terminate **the** arrangements approved in point #6 **by** providing **the** other party with twelve **(12)** weeks notice **in** writing of their intent.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY**

AND

UNITED NURSES OF ALBERTA, LOCALS #42 AND #90

**RE: HOURS OF WORK, AND 5-5-4 EARNED DAY OFF
WORK ARRANGEMENTS**

1. This Letter of Understanding shall be applicable to Employees who are employed as of March 26, 1997 as full-time Employees, and who are currently working under 5-5-4 Earned Day Off work arrangements in the former Leduc Strathcona, and Vegreville Health Units. (specific list of Employee names to be inserted here)
2. The Employees referred to in point #1 shall continue to work the 5-5-4 Earned Day Off work arrangements until such time as they change status from full time, or terminate employment with the Employer,
3. For Employees referred to in point #1 above, the following provisions shall apply:
 - (a) Amend Article 7.01(a)(i) and (ii) as follows:
 - (i) The regular hours of work shall be thirty-five (35) hours per week averaged over a three (3) week period;
 - (ii) Seven and one-half (7 1/2) consecutive hours per day for fourteen (14) days during a three (3) week cycle resulting in an earned day off every third (3rd) week (5:5:4);
 - (iii) One thousand eight hundred and twenty-seven (1,827) hours per year;
 - (iv) There shall be two (2) consecutive days of rest per week;
 - (v) The earned day off as per paragraph #3 (ii), shall be taken on a rotational basis on a Friday or as otherwise mutually agreed between the Employer and the Employee; and
 - (vi) Earned days off as per paragraph #3 (ii) shall not be allowed to accumulate,

(b) All provisions of the Collective Agreement that pertain to hours of work shall be ~~deemed~~ to be adjusted to accommodate the regular hours of work for the provisions per paragraph 3(a) (5:5:4). As a result, the ~~Employees~~ referred to in point #1 will not receive *greater* entitlements than those working under the main Hours of Work provisions.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**UNITED NURSES OF ALBERTA,
LOCALS #42, #90, #97, #114, #169 AND #197**

RE: SEVERANCE

Purpose

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

Severance Offering and Eligibility

2. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a **period of time** beginning the date **on** which the parties **exchange** notice **of** ratification for **this** Collective Agreement and ending **March** 31, 1999, or upon ratification of a new Collective Agreement, whichever is later.
3.
 - (a) Severance will be offered **only as a** result of organizational changes that result in the permanent reduction in **the number** of UNA certified regular Employees.
 - (b) Employees **on** full layoff will not be eligible to apply for the Program.
 - (c) **The** timing **and** extent of application periods and of the offering will be determined **by** the Employer.
 - (d) **Program transfers affecting** other bargaining units may be taken into **account** when **assessing** the extent of the permanent reduction in the number of UNA certified regular Employees, provided that reciprocal transfer agreements are in effect.

4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering,

5. An approved severance will be calculated as follows:
- The equivalent of two (2) weeks regular **salary** for each full year of continuous service to a maximum payment of forty (40) weeks.
 - Regular **salary** = (regularly scheduled hours **of work** as at date of application for the program) x (basic rate of pay)
 - For the purposes of **the** Program, continuous service will be calculated **from** the last **date** of hire **recognized** with the Employee's current Employer,

Severance Approval

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

Operation of the Program

7. **An** Employer will only consider **a** severance application **from an** Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to **the** Employer that they are fit to return to work.
8. Regular Employees whose applications **for** the program **are** approved will terminate their employment **and** have **no** right to **recall** under Article 15: **Layoff and Recall**.
- (a) Employees **whose** application for severance **are** approved will not be eligible **for** rehire by any Employer **who** is a party to **a** Collective Agreement containing this provision, or **any** Employer or agency **funded** directly or indirectly by the Employer paying the severance, for the period **of the severance**.

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

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

ON BEHALF OF THE EMPLOYER

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

Date:_____

Date:_____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**UNITED NURSES OF ALBERTA,
LOCALS #42, #90, #97, #114, #169 AND #197**

RE: TRANSFER OF PROGRAMS

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

expressly agreed that in the absence of any transfer agreement, general or specific between the individual parties, the terms and conditions expressed within this Article shall apply in full.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**CROSSROADS REGIONAL HEALTH AUTHORITY
LAKELAND REGIONAL HEALTH AUTHORITY
WESTVIEW REGIONAL HEALTH AUTHORITY
PEACE HEALTH REGION**

AND

**UNITED NURSES OF ALBERTA,
LOCALS #42, #90, #97, #114, #169 AND #197**

RE: LETTER OF HIRE OR TRANSFER

The Parties agree to the following:

1. The Parties agree **that** within one hundred ~~twenty~~ **(120)** days of the date ~~of~~ exchange of ratification, **the Employer** shall provide to each Employee and **the Union**, a ~~written~~ Letter of **Hire** or **Transfer** in accordance with the provisions of Article **14.08**.
2. This Letter of Understanding will expire one hundred twenty **(120)** days after the **date of exchange** of ratification.

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

PEACE HEALTH REGION

AND

UNITED NURSES OF ALBERTA, LOCAL #197

RE: SICK LEAVE TRANSITIONAL PROVISION

The following transitional provisions will be used to move Employees from the existing sick leave plan to the sick leave plan outlined in Article 19: Sick Leave, effective on the date of ratification of this Collective Agreement:

1. Regular full-time Employees shall have a sick leave bank established as follows:
 - (a) Employees with at least **one (1)** full year of service with the Employer as a regular Employee: eighteen (18) **working days** sick leave credit, or
 - (b) Employees with at least **two (2)** full years of service with the Employer as a regular Employee: thirty-six (36) **working days** sick leave credit, or
 - (c) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (**54**) **working days** sick leave credit, or
 - (d) Employees with at least four (**4**) full years of service with the Employer as a regular Employee: seventy-two (**72**) **working days** sick leave credit, or
 - (e) Employees with at least five (**5**) full years of service with the Employer as a regular Employee: ninety (90) **working days** sick leave credit, or
 - (f) Employees with at least six (**6**) full years of service with the Employer as a regular Employee: one hundred eight (**108**) **working days** sick leave credit, or
 - (g) Employees with at least seven (**7**) full years of service with the Employer as a regular Employee: one hundred twenty (**120**) **working days** sick leave credit.
2. Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one and one-half (1 1/2) days of sick leave accrual per month of service, to a maximum of eighteen (18) **working days** sick leave credit.

3. Regular part-time Employees shall have a sick leave bank established in accordance with points #1 and #2 above, that will be pro-rated based upon their full-time equivalency as at the date of ratification of this Collective Agreement,
4. ~~Accrual~~.and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing with the date of ratification.
5. Employees who are receiving sick leave pay prior to the date of ratification of this Collective Agreement will continue to be compensated in accordance with the existing sick leave provisions until their return to work.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

PEACE HEALTH REGION

AND

UNITED NURSES OF ALBERTA, LOCAL #197

**RE: IMPLEMENTATION OF SALARIES APPENDIX
FOR THE PEACE HEALTH REGION**

1. **This Letter of Understanding applies only to Employees who, as at the date of ratification of this Collective Agreement, are receiving basic rates of pay and education allowances which, when combined, are higher than those outlined in the Salaries Appendix and Article 26: Education Allowances.**
2. **Employees referred to in point #1 shall continue to receive their current basic rate of pay until such time as the combination of basic rate of pay and education allowance as per Article 26.00 exceeds their current rate of pay.**
3. **Employees hired subsequent to the date of ratification by the Peace Health Region shall be placed on the salary grid in accordance with the Salaries Appendix and Article 26: Education Allowances shall be applicable.**

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

80