

SOURCE	<i>Union</i>		
Wages EFF. 0	97	04	01
TERM.	99	03	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYES	<i>230</i>		

COLLECTIVE AGREEMENT

BETWEEN

CHINOOK HEALTH REGION

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #89**

FOR THE PERIOD

DATE OF RATIFICATION - MARCH 31, 1999

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

BETWEEN

CHINOOK HEALTH AUTHORITY
(hereinafter referred to as the "Employer")

OF THE **FIRST PART**

AND

THE UNITED NURSES OF ALBERTA, LOCAL #89
(hereinafter referred to as the "Union")

OF THE **SECOND PART**

PREAMBLE

WHEREAS the Parties acknowledge that the primary purpose of their respective members 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 Employee:

ACCORDINGLY, we hereby enter into, establish and agree to the following terms and conditions of employment as covered by this Collective Agreement,

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 Chinook Health Region exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 1999, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than ~~sixty~~ (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

1.02 This Collective Agreement shall continue in force and effect until a strike or lockout commences under ~~the~~ provisions ~~of~~ the Labour Relations **Code**.

ARTICLE 2: DEFINITIONS

- 2.01 “Base Office” shall mean the office(s) from **which** the Employee **works**, as designated by the Employer at the time of **hire** or transfer. A Casual Employee, or a part-time Employee who applies for and is successful in another part-time or casual vacancy, may be designated a second (2nd) base office. Upon the request of the **Employee**, a Casual Employee **may** be designated more than two (2) base offices.
- 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 a person covered by this Collective Agreement **and** employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such **assignment** shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
- (ii) “Part-time Employee” is one who is hired to **work** for scheduled shifts, whose hours of work are less than those specified in Article 7.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis; 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.
- 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 registration 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 when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to mean a period of time not exceeding four (4) 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 provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work **units** and to determine the number of Employees, if any, needed ~~from~~ time to time in **any work** unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
 - (d) hire, **promote**, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.
- 4.02 The Employee shall exercise his rights in a manner which is consistent with the terms of this Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS 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; and
- (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 the 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) at least two (2) consecutive days of rest in **any** seven (7) day period.
- (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 minutes.
- (c) If an Employee is **required** by the Employer to work during her meal period or rest period, she shall **be** given a full meal period or rest period later in her shift. When this is not possible, she shall be paid 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 therefor at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 *Shift Schedules*

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The normal hours of work, to be scheduled by the Employer, shall fall between the hours of 0730 hours and 2200 hours, such hours of work not to exceed the provision in Article 7.01(a) (i) above in any one day. The normal range of hours may be altered by mutual agreement between the Employee and the Employer.
- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.

7.03 *Schedule Posting*

- (a) Shift schedules shall be posted a minimum of six (6) weeks in advance.
- (b) Notwithstanding Article 7.03 (a), a shorter time period may be mutually agreed in writing between the Employer and the Union.

7.04 *Schedule Changes*

- (a) Unless an Employee is given at least fourteen (14) calendar days notice of a change of her scheduled days off, she shall be paid at the rate of one and one-half times (1 1/2 X) her basic rate of pay for all hours worked on such days. When the Employer and the Employee mutually agree, this penalty payment may be compensated with time off rather than pay.
- (b) If, in the course of a posted schedule, the Employer changes an Employee's shift starting time by two (2) hours or more, she shall be paid at the rate of one and one-half times (1 1/2 X) her basic rate of pay for all hours worked on this shift unless at least fourteen (14) calendar days notice of such change has been given.

7.05 *Employee Shift Exchange*

Employees may exchange shifts among themselves, with the approval of the Employer.

7.07 *Employee Travel*

Time spent traveling on Employer authorized business shall be considered hours worked and be paid at the applicable rate.

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 Employer'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 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.

8.03 (a) 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.

(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.

ARTICLE 9: ON-CALL DUTY/CALL BACK

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 or telephone consultation.

(b) Wherever possible the Employer shall not place an Employee on-call on the evening prior to vacation or the evening prior to **an** approved leave of absence.

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.

(c) For purposes of Article 9.04 (b), call back shall be defined **as** anytime **an** Employee is called back to duty after having completed her regularly scheduled hours and has not been scheduled to be on call.

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 *Telephone Consultation*

Where **an** Employee who has been assigned to on-call duty is required to handle client related calls, she shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultations including the immediately required documentation during the entire on-call period, If the total accumulated time spent on the 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.

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.

ARTICLE 10: TRANSPORTATION

10.01 Employees who in the course of their employment are authorized to use their personal automobile for 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 prorated 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 prorated 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 casual, temporary or regular Employee contiguous to present regular or temporary employment.

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

12.02 Seniority shall be considered in determining:

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

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

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

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

ARTICLE 13: EVALUATIONS 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 & 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.
 - (d) **A** notice of vacancy shall include a description of the work, the 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 included 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 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 positions 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 Employee; 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:
- (a) category (Regular, Temporary or **Casual**),
 - (b) hours **of** work (Full-Time Equivalency),
 - (c) base office(s),
 - (d) date of **hire** or transfer,
 - (e) increment level.

These shall **not** be changed except in accordance with the 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 **the** layoff results from an Act of **God**, fire or flood, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.
- 15.02
- (a) Subject to the provisions of Article 15.02(b), layoff shall occur in reverse order of seniority 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 of 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: TEMPORARY ASSIGNMENT AND RESPONSIBILITY 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 dollar twenty five cents (\$1.25) per hour 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 another 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, such Employee shall receive an amount not greater than the amount provided in Article 16.01 (a).

ARTICLE 17: VACATIONS WITH PAY

- 17.01 (a) For the purpose of this Article “vacation” means annual vacation with pay;
- (b) Vacation entitlement is stated in terms of hours.
- (c) Vacation may only be requested after it is earned.
- (d) For purposes of calculating vacation, a full-time Employee commencing any time other than the first day of a pay period, will accrue vacation for that period on a prorata basis.

17.02 *Vacation Entitlement*

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

- (a) (i) during the first (1st) year of such employment, an Employee earns a vacation of one hundred and five (105) hours;
- (ii) during each of the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of one hundred and forty (140) hours;
- (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation of one hundred and seventy-five (175) hours;
- (iv) during each of the twentieth (20th) and subsequent years of employment, an Employee earns a vacation of two hundred and ten (210) hours.
- (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) An Employee who is hired within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision shall receive vacation entitlement as though her employment had been continuous.

17.03 *Time of Vacation*

- (a) An Employee may request a vacation leave during any period of the year.

- (b) All vacation earned shall be taken at a mutually agreeable time.
- (c) When an Employee submits her vacation preference by March 15th of the 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.
- (d) Employees shall not carry an entitlement greater than their maximum annual entitlement for more than a six (6) month period. Exceptions must be approved by the Employer, and shall not be unreasonably denied.
- (e) No Employee may continue to work and be paid vacation pay in lieu of the vacation time to which she is entitled.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to the date of termination.
 - (ii) the unused portion of vacation entitlement accrued during the last pay period on the basis of four (4), six (6), eight (8), ten (10) or twelve (12) percent (as determined by equivalency) of the Employee's basic earnings.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee:
 - (i) after less than one (1) year of employment by the Employer; or
 - (ii) without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10,such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

- (d) Upon request, the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

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	August Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and **any** day proclaimed to be a holiday by:

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

Further: any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the base offices is 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. 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 for **reasons** acceptable to the Employer;
(b) work on the holiday when scheduled or required **to** do so.

18.03 (a) An **Employee** obliged to work on a Named Holiday shall be paid ~~for~~ all **hours** worked on the Named Holiday at **one** and one-half times (1 1/2 X) 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 of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) Unless otherwise requested by the Employee, 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) 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, quarantine by a Medical Officer of Health or because of an 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 credit 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 19.11 prior to the completion of three (3) months of service.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 19.05 (a) When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits;
- (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.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her vacation period as stated in Article 19.06 (a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- 19.07 (a) An Employee who has been receiving Long-Term Disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of her former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate her in the same position held by her immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to disability;
- (ii) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall provide the Employer with twenty-eight (28) days written notice of her readiness to return to work and the Employer shall then reinstate her to an existing position for which she is capable of

performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to her prior to disability;

(iii) incapable of performing the duties of her former classification, shall be considered to have terminated her employment relationship with the Employer on the day following the last date of Long-Term Disability benefits.

(b) An Employee who does not qualify for LTDI benefits and who exhausts her sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave she shall provide the Employer with one (1) months notice of her intention to return to work. The Employer shall then reinstate her in the same classification which she held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.

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

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

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

19.12 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.

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 place the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
 - (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall provide the Employer with **twenty-eight (28)** days written notice of her readiness to return to work. The Employer shall then place her to an existing position for which she is capable of performing the work entailed, with benefits **that accrued to her prior to the disability**;
 - (c) **incapable** of performing the duties of her former classification, shall be entitled to benefits she is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.
 - (d) For the **purpose** of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with **this** Article shall not be construed **as** being a violation **of** the posting **and/or** scheduling provisions of Articles 7 and 14.

ARTICLE 21: PREPAID HEALTH BENEFITS

- 21.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:
- (a) Aetna Supplementary Health **Care** 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 Leave*

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

22.02 *Bereavement Leave*

- (a) Upon request, **an** Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or **same** sex relationship. Step-parent, step-children, step-brother and stepsister shall be considered **as** members of the Employee's immediate family. For the first five (**5**) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to **one** (1) working **day off** with pay to attend the funeral services:

22.03 *Maternity Leave*

- (a) An **Employee who has** completed her probationary period shall, upon her written request providing at least two (**2**) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay **and** benefits, except for the portion of maternity leave during which the Employee **has** a valid health-related reason for being absent from work and is also in receipt **of** sick leave, UIC

SUB Plan benefits, STD or LTD. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employee and the Employer.

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

22.04 *Adoption/Paternity Leave*

- (a) An Employee who has completed her probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve (12) months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave upon giving fourteen (14) calendar days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

22.05 *Educational Leave*

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

22.06 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of her employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled shift(s) so missed;
 - (ii) be paid an amount equal to her average daily earnings at the basic rate of pay to a maximum of her regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which she is called as a juror or witness in matters arising out of her employment with the Employer, she shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

22.07 *Statement of Policy*

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

22.08 *General Policies Governing Leaves of Absence*

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 22.08(c), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.

- (c) For the portion of Maternity Leave during which **an** Employee **has** a valid health-related reason for being absent from work and who is in receipt of sick leave, UIC SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion **as an** Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, UIC **SUB** Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) With **the** exception of a leave of absence for Union business, in the case of a **leave** of absence in excess of one (1) month, Employees shall cease to **accrue sick** leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the **same** amount of time,
- (f) Employees **shall** not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

22.09 *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. (Granted for the purposes of **making** arrangements for the care of the person **who** is ill, or for the care of the sick child **who** resides in the dwelling of the Employee.) Immediate family shall mean spouse (including common-law spouse), son, daughter, mother or father.

- (c) Special leave as provided in Article 22.09 (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 (a) Basic hourly salary scales and increments **as** set out in **the** Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 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 or the Public Service Employee Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred **to** Arbitration **as** provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish **a** rate of pay for the classification in question.
- 25.05 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 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 Employed'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 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 satisfactory experience 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 1700 hours and 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 1700 hours

Friday to 0730 hours Monday. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 29: PENSION PLAN

29.01 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

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

30.02 (a) A temporary Employee shall be covered by the terms of this Collective Agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall, Letter of Understanding Re: Severance.

(b) Amend Article 14.08 to read

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

(i) category (Regular, Temporary or Casual),

(ii) hours of work (Full-time Equivalency),

(iii) base office(s),

(iv) date of hire or transfer,

(v) increment level.

Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

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

30.03 Amend Article 7.01(a) to read:

- “7.01 (a) (i) Regular **hours** of work for part-time **Employees**, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those ~~of~~ full-time **Employees**. They may be less than seven **(7)** hours per day and in any event, shall be less than thirty-five **(35)** hours per week.
- (ii) Notwithstanding the foregoing, where mutually agreed, a part-time **Employee** may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an **Employee** for **any** reason.
- (iii) Except in cases of emergency ~~or~~ by mutual agreement between the **Employee** and the Employer, **shift** schedules shall provide for at least two **(2)** consecutive days of rest per week in any seven day period.
- (iv) **A** part-time **Employee** may work hours in addition to those specified in Article 14.08.”

- 30.04 (a) No casual **Employee** shall be scheduled except with her consent. Except where a casual **Employee** is scheduled for a specific job or relieves for **absences**, the duration of which is three (3) months or less, advance **notice** of scheduling shall not exceed seven **(7)** calendar days.
- (b) Where a casual **Employee** is transferred to a position pursuant to Article 14.02(b), she shall receive the benefits of a temporary **Employee** while filling that position.
- (c) Where a casual **Employee** is regularly scheduled under the provisions of Article **2.03(b)(ii) and (iii)** the scheduling provisions of Article 7 shall **apply**.
- (d) In the event that a casual **Employee** reports to **work as** scheduled or called and the **Employer** cancels her shift, the **Employee** shall be paid **three (3)** hours' pay at the **Employee's** basic rate of pay.

- 30.05 (a) Part-time **Employees** and casual **Employees** shall be entitled to an increment on the completion of one thousand eight hundred **and twenty-seven (1,827)** regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-seven (1,827) regular hours actually worked to the maximum increment granted full-time **Employees**.

- (b) For ~~part-time~~ Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay ~~and~~ while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.05(a).
- (c) For ~~part-time~~ Employees, educational leave up to twenty-four (24) months shall lie considered as hours worked for the purpose of calculating increments in accordance with Article 30.05 (a).

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

- "17.00 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:
- (i) **six percent (6%)** of their regular earnings during the first (1st) employment year;
 - (ii) eight percent (**8%**) of their regular earnings during the second (2nd) to ninth (9th) employment years;
 - (iii) ten percent (10%) of their regular earnings during the tenth (10th) to nineteenth (19th) employment years;
 - (iv) twelve percent (12%) of their regular earnings during the twentieth (20th) and subsequent employment years; in lieu of vacations with pay.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period."

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

- "17.02 (a) Only those hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a ~~maximum~~ of seven (7) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.
- (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee ~~and~~ the total length of service in accordance with the following:

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

Hours worked at the rate specified in 30.07 (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken
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- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during each of the second (2nd) to ninth (9th) employment **years;**
- (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (iv) twelve percent (12%) during each of **the** twentieth (20th) **and** subsequent employment years.

(c) **An Employee who** is hired within six months of date of termination of employment with **another** Employer signatory to an agreement containing this provision shall receive vacation entitlement **as** though her employment had been continuous.”

30.08 Amend Article:17.04(a) to read:

“17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article **30.07** will be paid in compliance with Article 17.04(c).”

30.09 Amend Article:18 to read:

“18.01 Part-time and casual Employees shall be paid in addition to their basic rate of pay a sum equal to **five** point two percent (**5.2%**) of (heir regular earnings in lieu of Named Holidays inclusive **of the** “Floater” holiday.

18.02 A part-time or casual Employee required to **work** on a Named Holiday shall be paid at one and one-half times (1 1/2**X**) her basic rate of pay for **work** performed up to seven (**7**)hours. Two times (**2X**) her basic rate of pay shall be paid for **work** in excess of seven (**7**) hours on such day.

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

30.10 Amend Article 19.02 to read:

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

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

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

ARTICLE 31 : COPIES OF COLLECTIVE AGREEMENT

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

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 *Communication*

(a) Any notice or advice which the Employer or members of its administrative staff **are** required to give the Union in respect of any matter referred to in this Article **and** Article 33 shall be sufficient if sent by registered mail or delivered to the President, or Secretary of the Union except where **an** alternate person is specified in advance by the Union in writing.

(b) Any notice or advice which the Union is required **to** give to the Employer in respect **of** any matter referred **to** in this Article and Article 33 shall be sufficient if delivered to the Chief Executive Officer or her designate.

(c) The hearing of grievances at any stage of the grievance procedure **may** be held **during** the normal working day with **no** loss of basic pay for a

participating Employee provided the Employee does not leave the Employer's premises.

32.02 *Definition of Time Periods*

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

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

(a) **Step 1**

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

(b) **Step 2**

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

(c) Step 3

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

(d) **Step 4**

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

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

32.04 *Disputes Between the Parties*

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the 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 & 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 ~~of~~ this Committee will be established **by** the Committee.
- 34.04 (a) The Committee will make recommendations to the Chief Executive Officer 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 education 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 Employees who **are** required **by** the Employer to attend staff development shall be reimbursed for transportation, subsistence, required course material and registration fee and shall be paid at the applicable rate of pay.
- 35.03 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 Chief Executive Officer, 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 toward 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, 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 authorized to travel on the business of the Health Unit, shall be reimburse⁴ 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:

Breakfast, if the time of departure is earlier or the time of return is later than 0730 hours, or

Lunch; if the time of departure is earlier or the time of return is later than 1300 hours, or

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 and 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 and 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: _____

SALARY APPENDIX

	Year	Year	Year	Year	Year	Year	Year	Year
	1	2	3	4	5	6	7	8
Registered Nurse								
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

NOTE: Red Circle Employee currently at higher rates, including Employees with higher rates as a result of higher educational allowance.

LETTER OF UNDERSTANDING
BETWEEN
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89
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
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89
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:

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

Severance Approval

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

Operation of the Program

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

the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

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
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89
RE: LETTER OF HIRE OR TRANSFER

The parties agree to the following:

The parties agree that within four (4) months 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.

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89

RE: HOURS OF WORK AND EARNED DAY OFF ARRANGEMENTS

A full-time Employee covered under this Collective Agreement who is working on a 5/5/4 schedule as of the date of ratification of the agreement, shall have the option of continuing on such schedule until the earlier of the following:

- (a) she ceases to be a full-time Employee, or
- (b) she transfers to a position to which the 5/5/4 schedule does not apply, or
- (c) she opts to work a regular schedule pursuant to the terms of Article 7, or
- (d) amendments are made to the scheduling provisions as a result of recommendations from the joint committee examining alternative scheduling provisions, or
- (e) September 30, 1998.

All provisions of the Collective Agreement that pertain to entitlements which are calculated on the basis of hours of work shall be deemed to be adjusted to ensure that Employees on the 5/5/4 schedule do not receive greater entitlements than those working on regular schedules.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89
RE: ADVISORY COMMITTEE

The parties recognize that the community health nursing environment **has** changed significantly and will continue to evolve. Because of this, it is recognized ~~that~~ scheduling provisions that were appropriate in the past may not serve the needs of the clients in the future. The parties also recognize that scheduling protections are important in the overall staff satisfaction.

The parties agree to form a joint union management Advisory Committee to examine alternative scheduling provisions in order to meet the needs of the Employer, the Employees and **the** clients. It is recognized that this examination shall include issues such **as** the number of consecutive days of work, the daily and weekly hours, the number of weekends worked, and any other scheduling issues raised **by** either party.

This Committee may be formed on a regional, area, or base office basis, at the option of the Employer. The Committee will **examine** and **make** recommendations to the parties regarding amendments to the scheduling provisions of the Collective Agreement.

Nothing in this Letter of Understanding prohibits the Employer from making **any** changes to an Employee's schedule, provided that those changes comply with the provisions of Article 7.

The provisions contained in this Letter of Understanding expire December 31, 1998, unless both parties agree otherwise.

ON BEHALF OF THE EMPLOYER

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

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89
RE: ARTICLE 10.01

The parties agree that the provisions of Article 10.01 shall be interpreted and administered in a ~~manner~~ which is consistent with the current practice.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING
BETWEEN
CHINOOK HEALTH AUTHORITY
AND
UNITED NURSES OF ALBERTA, LOCAL #89

RE: ARTICLE 12: SENIORITY

Within four months of the ratification, the Employer shall issue a seniority list indicating the seniority date of all Employees within the bargaining unit. ~~The~~ seniority date shall be based on the date of hire (date of orientation or first date worked, whichever is earlier), except as amended by Article 12.05; This clause shall supersede the three (3) month provision found in Article 12.04 (a)(i).

ON **BEHALF** OF THE EMPLOYER

ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

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