

MULTI-EMPLOYER (FACILITY)

COLLECTIVE AGREEMENT

BETWEEN

THE PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

- and -

THE UNITED NURSES OF ALBERTA

FOR THE PERIOD

APRIL 1, 2001 - MARCH 31, 2003

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COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 2001.

BETWEEN

AND

PREAMBLE

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

AND WHEREAS the parties **recognize** that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of patient/resident/client care, the parties shall **endeavor** to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

AND WHEREAS the parties are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for nurses;

NOW THEREFORE **THIS COLLECTIVE AGREEMENT WITNESSES:**

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2001 or the date upon which the United Nurses of Alberta and the Provincial Health Authorities of Alberta exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2003, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

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

ARTICLE 2: DEFINITIONS

2.01 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.

2.02 "Arbitration" shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.

2.03 "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.

- 2.04 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
 - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
 - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
 - (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.05(a); or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for absences **recognized** by this Collective Agreement the duration of which are three (3) months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a **full-time or part-time** position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.05 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.06 (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and Regulations.
- (b) “Graduate Nurse – Temporary Permit Holder” means a person who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board; and who has been granted a Temporary Permit

pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and Regulations.

(c) “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.

(d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.

2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act, R.S.A. 1983, c.N-14.5 and who holds an annual certificate.

2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Disciplines Act (Alberta) and who holds an annual certificate.

2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.

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

2.11 The singular shall mean the plural and vice versa as applicable.

2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.

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

ARTICLE 3: RECOGNITION

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

3.02 Where voluntary recognition exists, the Employer **recognizes** the Union as the exclusive bargaining agent for all Employees engaged in direct nursing care or nursing instruction except as has otherwise been agreed between them in practice or in writing or as may be agreed between them in writing hereafter.

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

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff, **recall** and to demote, discipline, suspend or discharge for just cause.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct from the gross earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its **authorized** representative, not later than the fifteenth (**15th**) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- (b) The Employer shall provide to the Union on a monthly basis, a listing(s) of Employees specifying the following:
- (i) Name of Employee;
 - (ii) Classification;
 - (iii) **Category** (Regular, Temporary, Casual); including Employees on **recall**;
 - (iv) Full-time equivalency;
 - (v) For regular and temporary Employees, their seniority date, for casual Employees, their date of hire within the bargaining unit.
 - (vi) Unit where applicable;
 - (vii) Address;

- (viii) Basic rate of pay.
 - (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.
 - (d) Unless an electronic copy of the listing(s) specified in (a) and (b) above is supplied, a separate listing of all casual Employees including the name of the Employee and date of hire and, where applicable, the unit, shall be provided together with the listing provided in Article 5.01(b).
 - (e) The above list(s) shall also indicate Employees on long term absences.
- 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 (a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present 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. The Employer shall also endeavour to provide the Union President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform 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 Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) All such leave shall be without pay.

- 5.07 An Employee who has worked an average of point four full time equivalent (.4 FTE) or greater in the previous fiscal year and has active registration with the Alberta Association of Registered Nurses or the Registered Psychiatric Nurses Association of Alberta at the beginning of the next registration year, shall receive a one hundred dollar (\$100.00) reimbursement to her or his Alberta Association of Registered Nurses or Registered Psychiatric Nurses Association of Alberta registration fee.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
 - (ii) thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

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

7.02 **Shift Schedules**

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7 or Article 37.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 7.02(a).
- (d) The shift patterns which may be available are:
 - (i) days, evenings, nights rotation (however, the Employer shall endeavour to **minimize** application of such rotation);
 - (ii) permanent days;

- (iii) permanent evenings (only by request of Employee);
- (iv) permanent nights (only by request of Employee);
- (v) evenings and days rotation;
- (vi) nights and evenings (only by request of Employee);
- (vii) nights and days rotation.

The Employer shall endeavour to **minimize** the assignment of different shift patterns between designated days of rest, where Employees are working a shift pattern **7.02(d)(i)** or (vi) or (vii) which begins with night shifts. Where possible, there shall be at least forty-seven point seven five (**47.75**) hours off duty between a night shift to day shift change.

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (**2**) blocks per year totalling not more than fourteen (**14**) calendar days per year.
- (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working shift patterns **7.02(d)(i)**, (v) and (vii), shall be assigned day duty at least two-fifths (**2/5**) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between **0700** hours and **1500** hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen point five (**15.5**) hours off duty between shifts;
 - (ii) at least two (**2**) consecutive days of rest;
 - (iii) days of rest on one-half (**1/2**) of the weekends averaged over one (**1**) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (**2**) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (**56**) hours off duty. Where possible, Employees shall not be required to work beyond **1800** hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than six (**6**) consecutive scheduled days of work.

- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.
- (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

OPTION I

- 7.02 (g) (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle.

OPTION II

- 7.02 (g) (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on three (3) weekends in a six (6) week period, one of which shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;

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

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

7.03 **Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.
- (c) A copy of the shift schedule for each unit shall be provided to the Union, upon request.

7.04 **Schedule Changes**

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

7.05 **Employee Shift Exchange**

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employees immediate supervisor; and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

- (d) Shift exchange between units shall not be permitted unless the Employees have been provided orientation to both units.

7.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at the Employee's applicable rate of pay, exclusive of shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and her or his home.

- 7.07 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Union.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time **authorized** by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
 - (b) The Employer shall designate an individual at the site who may **authorize** overtime. The Employer shall not unreasonably deny **authorization** after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior **authorization**.
 - (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
 - (d) The Employer shall provide, on each nursing unit, overtime forms, which are to be signed by the designated **authorizing** person and a copy shall be given to the Employee at the time the overtime is worked.
- 8.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked.
 - 8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.
 - 8.04 The Employer shall endeavour to **minimize** the use of mandatory overtime.
 - 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
 - 8.06 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks at no cost during the second shift.

ARTICLE 9: ON-CALL DUTY/CALL BACK

9.01 On-Call

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

9.02 On-Call Regulations

- (a) (i) Regulations in respect of approval or **authorization** for on-call duty and the procedures which are to be followed by the Employee and the Employee’s supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for “on-call duty” shall be posted in advance for the period specified in Article 7.03.
- (ii) If, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at two times (**2X**) the on-call rate for all hours in the first period of **on**-call affected by the change unless fourteen (**14**) days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.
- (b) Where there are Employees working on a ward or unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to vacation or the evening prior to an approved leave of absence.
- (c) The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).
- (d) No Employee shall be assigned on-call duty for more than two (**2**) weekends in a five (**5**) week period.
- (e) Except with mutual agreement between the Employee and the Employer, no Employee shall be assigned on call duty for more than seven (**7**) consecutive days.
- (f) The Employer shall establish a roster on which Employees may indicate their interest in performing on call duties for areas other than the Employee’s unit. In assigning on call duties, the Employer shall first consider the Employees on the roster when assigning Employees to on-call for areas other than the Employee’s unit. Employees shall only be assigned on-call duty for areas where the Employee has received appropriate orientation.

9.03 The Employer shall pay three dollars (**\$3.00**) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and twenty-five cents (**\$4.25**) per hour to an Employee who is assigned on-call duty on her or his days of rest or Named Holiday.

9.04 Call Back Pay

(a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required *on* the initial call shall be considered one call for the purpose of determining call-back pay.

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

9.05 When an Employee is required to be on-call the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.

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

9.07 Where an Employee works more than six (6) hours pursuant to Article 9, and there is not a minimum of seven point seven five (7.75) hours off duty before the next scheduled shift, at the Employee's request the Employee shall be given a paid leave for that shift.

9.08 Telephone Consultation

When an Employee, who has been assigned on-call duty, is consulted by telephone and is **authorized** to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and corresponding required documentation, during the on-call period, is less than thirty (30) minutes, the Employee shall be compensated at the overtime rate for thirty (30) minutes.

ARTICLE 10: TRANSPORTATION

10.01 An Employee who is called back pursuant to the provisions of Article 9, shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement

shall be at the rate of thirty-five cents (**35¢**) per kilometer from the Employee's residence to the site and return.

10.02 An Employee who normally travels from the site to the Employee's place of residence by means of public transportation following the completion of the Employee's shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to the Employee's place of residence.

10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed pursuant to Article **10.01**.

10.04 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 Driving Record)

LESS

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

EQUALS

Reimbursement to a maximum two hundred and sixty dollars (**\$260.00**) or in accordance with Employer Policy, whichever is greater, upon submission of receipts for annual insurance policy.

10.05 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.

10.06 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking with operational plug-ins where available, at no cost for the Employee.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

11.01 (a) A new Employee shall serve a probationary period of five hundred and three point seven-five (**503.75**) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.

(b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

- 11.02 Subject to Article 11.01, 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 recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven (7) shifts. Where the Employee will be on rotating shifts, the first four (4) shifts shall be day shifts and the Employee's first two (2) shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the **organization** may be provided beyond the aforementioned seven (7) shifts as determined by the Employer.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a regular or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules subject to the provisions of Article 7;
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;
- (c) layoff and recall subject to the provisions specified in Article 15;
- (d) approval of vacation times.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
- (b) upon the **expiry** of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15, an Employee does not return to work on recall.

12.04 **Seniority Lists**

(a) *Provision of Seniority Lists*

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

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every six (6) months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 15.

(b) *Contents of Seniority Lists*

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

(c) *Correction of Seniority Lists*

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

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

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

ARTICLE 13: EVALUATIONS

- 13.01**
- (a) Each Employee shall receive a yearly evaluation.
 - (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02**
- (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, on-site and in the presence of a person **authorized** by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies for full-time and part-time positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. For informational purposes only, notices of vacancies shall be available at all sites operated by 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 temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall include a general description of the work and shall specify the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of work for the position. For informational purposes only, the current shift pattern and commencement date for the position shall also be specified on the notice of vacancy.
- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
 - (ii) a leave of absence granted for a period known to be longer than three (3) months;
- shall be posted in accordance with Article 14.01.
- (b) Where such a vacancy has been filled by the appointment of a full-time or part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A regular Employee achieving a temporary position shall maintain her or his status as a regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a casual Employee and the provisions of Article 30.03(a)(ii) shall no longer apply. A casual Employee achieving a temporary position pursuant to this provision shall maintain her or his status as a casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
 - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the **expiry** of the term for which the Employee was hired.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

If all applicants for a vacancy are casual Employees, 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, the position

shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

- 14.05** The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 14.06** When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.
- 14.07**
- (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five point five (325.5) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
 - (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
 - (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in her or his former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in her or his former position.
 - (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
 - (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.
 - (f) A transferred Employee's first three (3) shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating shifts, the first two (2) shifts shall be day shifts, and in addition the Employee's first shift on evenings or nights shall be under guidance or supervision.
- 14.08** An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.09** When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have *been* positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At time of hire, or transfer, or change of hours in accordance with the Letter of Understanding **Re: Decreasing or Increasing Regular Hours of Work**, or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per shift and shifts per shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) increment level.

These shall not be altered except by the operation of the provisions of this Collective Agreement.

14.11 In instances where a regular Employee accepts a regular managerial position which is outside the scope of this Agreement and involves supervising Employees within the bargaining unit, the resultant vacancy shall be posted as a temporary position, not exceeding six (6) months. During this six (6) month period, the former Employee may be reinstated into her or his former position.

ARTICLE 15: LAYOFF AND RECALL

15.01 (a) 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.

(b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

15.02 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.

15.03 **Order of Layoff**

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than twenty-four (24) months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work; or
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(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 the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or

- (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than twenty-four (24) months of seniority has her or his 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 the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (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 or he is employed exceeds that of the Employee.

15.05 **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 the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting her or his recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site outside the boundaries of the municipality in which the current site is located without adversely affecting the Employee's recall rights.

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

15.07 Benefits

- (a) . The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of three (3) months premium.
- (b) Employees laid off for more than three (3) months 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.

15.08 Application of Collective Agreement

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7, 9, 14 and 37.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of her or his 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.

- 15.09**
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of posting. Employment competitions posted pursuant to Article 15.09(a) shall be limited to regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
 - (c) A notice of vacancy shall include a general description of the work and shall specify the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current shift pattern, and commencement date for the position shall also be specified on the notice of vacancy. The postings shall indicate the position is posted pursuant to Article 15.09.
 - (d) Applications pursuant to Article 15.09(a) shall be made to the Employer in writing.

- (e) In making promotions and transfers pursuant to Article 15.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
- (f) Where there is:
 - (i) a vacancy resulting from an appointment under 15.09(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 15.09(a),recalls shall be carried out in accordance with Article 15.05.
- (g) The name of the Employee appointed pursuant to Article 15.09(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

15.10 Subject to operational requirements, full-time Employees who have received layoff notice shall be allowed up to fifteen point five (15.5) hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work with part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY

16.01 Charge Pay

- (a) The Employer shall designate a person to be in charge of a ward or unit. Where such person is absent from the ward or unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b)
 - (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a ward or unit, such Employee shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour.
 - (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a ward or unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Where, as of March 4, 1997, the person in charge of a ward or unit on a specific shift was a Registered Nurse or Registered Psychiatric Nurse, the

person designated in charge of that ward or unit and specific shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.

- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.
- 16.02
- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one full shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
 - (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour.
- 16.03
- Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a facility in addition to being designated in charge of a unit. The Employee shall be paid three dollars (\$3.00) per hour in lieu of the in-charge premium outlined in Article 16.01(b).
- 16.04
- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
 - (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional sixty-five cents (65¢) per hour.
 - (c) Preceptor shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article:

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

- (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and last days inclusive of any month, the first (1st) day of the following calendar month.

17.02 **Vacation Entitlement**

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

(a) *Staff Nurse and Assistant Head Nurse*

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

- (i) during the first (1st) year of such employment, an Employee earns a vacation of fifteen (15) working days;
- (ii) during each of the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
- (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
- (iv) during each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

(b) *Head Nurse and Instructor*

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

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

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

(d) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (e) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though her or his employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

17.03 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her or his vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

- (d) Notwithstanding Article 17.03(a) a full-time or part-time Employee shall have the right to **utilize** vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the **utilization** does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a **recognized** critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to **mobilize** the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (**2X**) her or his basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with
 - (ii) six percent (**6%**) in the case of an Employee entitled to fifteen (**15**) working days vacation per annum; eight percent (**8%**) in the case of an Employee entitled to twenty (**20**) working days vacation per annum; or ten percent (**10%**) in the case of an Employee entitled to twenty-five (**25**) working days vacation per annum; or twelve percent (**12%**) in the case of an Employee entitled to thirty (**30**) working days vacation per annum; of the Employee's regular earnings from the first (**1st**) day of _____ in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is **terminated** by an Employee 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.

17.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 17.02 for:

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 19.03;
- (b) periods during which the Employee is in receipt of Short Term Disability benefits;
- (c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits;
- (d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first twenty-four (24) months of such absence.

ARTICLE 18: NAMED HOLIDAYS

18.01 (a) Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and any day proclaimed to be a holiday by:

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

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

- (b) In addition to the foregoing Named Holidays, full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 3 1st of that year, the Employee shall receive payment for such day at the Employee's basic rate of pay.

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

- (a) work her or his scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;

- (b) work on the holiday when scheduled or required to do so.
- 18.03** (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (**11/2X**) the Employee's basic rate of pay plus:
- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.
- (b) The Employer shall not schedule the alternate day off with pay as provided in Article **18.03(a)(i)** and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (**30**) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 18.04** When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article **18.03** above.
- 18.05** When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article **18.03**.
- 18.06** (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (**4**) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (**4**) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article **18.06(a)** shall be scheduled such that the Employee shall have two (**2**) consecutive days where she or he will not be obliged to work (i.e. December **24** and **25**; or December **25** and **26**).
 - (ii) An Employee granted New Year's Day off in accordance with Article **18.06(a)** shall be scheduled such that the Employee shall have two (**2**) consecutive days where she or he shall not be obliged to work (i.e. December **31** and January **1**; or January **1** and **2**).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01** (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- (b) The Employer **recognizes** that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 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.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's basic rate of pay and the number of days thus paid shall be deducted from the Employee's 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. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her or his 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 or his vacation period as stated in Article 19.06(a) above, only after the **expiry** of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee be **admitted** to hospital as an "in-patient" during the course of her or his vacation, the Employee shall be considered as being on sick leave for the period of **hospitalization** and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of **hospitalization**. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Long-Term Disability benefits and who is able to return to work and who is:

- (i) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
 - (ii) incapable of performing the duties of her or his former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.
 - (b) An Employee who does not qualify for **LTDI** benefits and who exhausts her or his 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 the Employee shall provide the Employer with one (1) months notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee 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 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 termination.
- 19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior **authorization** by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 19.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of **one-tenth (1/10)** day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).
- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
 - (b) incapable of performing the duties of her or his former position, but is capable of performing the duties of her or his former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;
 - (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.
 - (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.

ARTICLE 21: PREPAID HEALTH BENEFITS

- 21.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:
- (a) Supplementary Benefits Plan which provides benefits at no less than those in place on February 25, 2001; inclusive of:

Effective June 1, 2001:

- (i) Vision ~~care~~ coverage providing for eye exams and up to three hundred dollars (\$300.00) per year per person for corrective lenses;
- (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;

Note: An open **enrollment** period is to be provided to Employees that previously opted out of the supplementary benefit plan.

- (b) Alberta Health Care Insurance Plan;
- (c) The Health **Organizations** Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The **Short-Term Disability** shall become effective on the first (1st) working day following the **expiry** of sick leave credits in the case of absence due to injury or **hospitalization**. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of **non-hospitalized** sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

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

- 21.03 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Provincial Health Authorities of Alberta on behalf of all Employers, shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta. Where the Health Organizations Benefit Plan is not in force at any given Employer, that Employer shall provide a copy of its Plan to the Union.
- (b) The Provincial Health Authorities of Alberta shall advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c). Where the Health Organizations Benefit Plan is not in force at any given Employer, that Employer shall provide premium rate changes to the Union.
- 21.06 Such coverage shall be provided to regular and temporary Employees except for:
- (a) a part-time Employee whose regularly scheduled 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

22.03 Maternity Leave

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

22.04 Adoption/Paternity Leave

- (a) An Employee who has completed her or his 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 the Employee in the same position held by her or him immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one (1) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

22.05 Educational Leave

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

- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.

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 the Employee's 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 the Employee's average daily earnings at the basic rate of pay to a maximum of the Employee's 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 the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee 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, the Employee shall be granted a leave of absence without pay.

22.07 **Special Leave**

Each calendar year, each regular and temporary Employee shall be entitled to four (4) special leave days without loss of pay, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.

22.08 **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.

22.09 **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 22.09(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, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (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, EI 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.
- (g) During an Employee's Leave of Absence, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (h) An Employee, upon return to work from a leave of six (6) months or more, shall be provided with appropriate **re-orientation**, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

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 one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's 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 above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05** The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06** Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07** In the event that an Employee is reported to her or his 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 or his 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.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

- 25.01 Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 (A) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her or his registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (b) in all other cases, a nurse who is not registered on her or his 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 Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (B) Upon becoming registered by the Alberta Association of Registered Nurses, a Temporary Permit Holder (TPH):
- (a) if newly graduated from an approved School of Nursing in Alberta having completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board that the Employee 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 the Employee's course registration - examination or the Employee's 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 or his 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 or his nurse registration examination if such is required; or
 - (iii) the Employee's most recent date of employment, whichever is later.
- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the

power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

For the period until March 31, 2002, educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	35¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	35¢
Course in Nursing Unit Administration	35¢
One Year Diploma	35¢
Baccalaureate Degree	75¢
Master's Degree	\$1.00
Doctorate	\$1.25

Effective April 1, 2002, educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	50¢
Course in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- 26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.
- 26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer or from the date of hire, whichever is the later.
- 26.05 Where the Employer requires the Employee to maintain a certification with the Canadian Nursing Association, the Employee will receive an additional hourly allowance in the amount of fifty cents (\$0.50) per hour which will form part of the Employee's basic rate of pay.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a **five (5)** year lapse will not be **recognized**.
 - (b) All experience satisfactory to the Employer shall be **recognized** on a **one-for-one** basis, up to the top increment in the salary scale.
- 27.02 Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 Shift Differential

A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

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

28.02 Weekend Premium

A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

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

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

ARTICLE 29: PENSION PLAN

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

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

- 29.03 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first (1st) year of employment **recognized** as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first (1st) year of service.
- 29.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.
- 29.05 Effective January 1, 2002, the Employer shall provide a supplemental pension plan in the form of a Registered Retired Savings Plan (**RRSP**). A regular Employee shall have the right to contribute up to two percent (2%) of his or her regular earnings into the **RRSP**. The Employer shall match the Employee's contributions into the **RRSP**.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-Time Employees

Except as modified in Article 30.01, all provisions of this Collective Agreement shall apply to part-time Employees.

(a) Hours of Work

Amend Article 7.01(a) to read:

- “7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A part-time Employee may work shifts in addition to those specified in Article 30.01(a).
- (iv) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or **pre-agreed** length of shift, the Employee shall be paid the Employee's basic rate for hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) the applicable

basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.

- (v) Where the Employer requires a part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid two times (2X) the applicable basic hourly rate for work performed."

(b) Shift Schedules

- (i) Amend Article 7.02(g) to read:

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

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four week period shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on one-half (1/2) of the weekends, averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.
- (v) Where possible, one (1) weekend in four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. "

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

“7.02 (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 30.01(b)(i): 7.02(g) shall be as follows:

Option I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four week period shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle;
- (iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

Option II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four week period shall be scheduled as designated days of rest;

- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle;
 - (iv) designated days of rest on three (3) weekends in a six (6) week period, one of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10."
- (iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation.
- (c) Increment Accrual
- (i) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1,711.50) regular hours actually worked to the maximum increment granted full-time Employees.
 - (ii) 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 30.01(c)(i).
 - (iii) For part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) Vacation with Pay

(i) Amend Article 17.02 to read:

“17.02 (a) The following hours will be **recognized** for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the basic rate of pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 7.04;
- (iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours;
- (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;
- (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits;
- (vi) regularly scheduled hours during the first twenty four (24) months of any period where the Employee is in receipt of Workers' Compensation benefits.

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

(i) *Staff Nurse and Assistant Head Nurse*

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) six percent (6%) during the first (1st) employment year;
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) employment years;
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(ii) *Head Nurse and Instructor*

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) eight percent (8%) during each of the first (1st) to ninth (9th) employment years;
- (b) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (c) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % =	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
		outlined below	

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).
- (d) Employee with Less than a Year of Service
- An Employee who has less than one (1) year of service prior to the first (1st) day of _____ in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.
- (e) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination."
- (ii) 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 30.01(d) will be

paid in compliance with Article 17.04(c).”

(e) Named Holidays

Amend Article 18 to read:

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

18.02 A part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee’s basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee’s basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

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

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

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

(f) Sick Leave

Amend Article 19.02 to read:

“19.02 (a) A part-time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.

- (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.

30.02 Temporary Employees

- (a) A temporary Employee shall be covered by the terms of this Collective Agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) 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 letter of hire as specified in Article 14.10 shall also 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 employment pursuant to Article 30.02(b).

30.03 Casual Employees

Except as modified in this Article, all provisions of this Collective Agreement shall apply to 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.

(a) Hours of Work

- (i) No casual Employee shall be scheduled except with the Employee's 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.
- (ii) Where a casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
- (iii) Where a casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (iv) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid four (4) hours pay at the Employee's basic rate of pay.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular

hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1,711.50) regular hours actually worked to the maximum increment granted full-time Employees.

(c) Vacation

Amend Article 17.02 to read:

“17.02(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) to twenty-fourth (24th) employment years;
- (v) twelve point four percent (12.4%) of their regular earnings during the twenty-fifth (25th) 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.”

(d) Named Holidays

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 A casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee’s basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee’s basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 Communication

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

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

- (b) Step 2 (Director of the Department)

The grievance shall be submitted in writing to the Director of the Department or equivalent 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 (Chief Executive Officer or Designate)

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 (Arbitration)

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 equivalent or **Local** Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 **Default**

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

32.06 **Mediation**

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator’s involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable **timeline** to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

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 Director of Mediation Services 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, the arbitrator or Board 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 the arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07** Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.08** Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.

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

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01** (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing **recognized** functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's basic rate of pay for attendance at Committee meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- 34.02** No Employee shall be assigned to work alone on a ward or unit.
- 34.03** Where an Employee requires specific **immunization** and **titre**, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.04** (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Occupational Health & Safety Committee.
- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee. Signs shall be posted in public areas to give notification of this.
- 34.05** If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

35.01 (a) The parties to this Collective Agreement **recognize** the value of continuing professional 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 “professional development” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.

35.02 In-Services

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

- (i) **Cardio-Pulmonary Resuscitation**
- (ii) **Anaphylaxis**
- (iii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures)
- (iv) Evacuation and disaster procedures
- (v) Proper lifting and prevention of back injuries.

(b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

(c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than twenty-three (23) hours per year. The twenty-three (23) hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.02(a) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in-service on prevention and management of staff abuse.

35.03 Professional Development Days

Upon request, each Employee shall be granted at least three (3) professional development days annually, at the basic rate of pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

Such hours not used in each fiscal year shall not be carried forward into subsequent years.

Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

35.04 Nursing Journals

The Employer shall make available at each site no fewer than five (5) current nursing journals.

35.05 Travel

Employees who are required by the Employer to attend staff development activities shall be reimbursed for required transportation, subsistence, course material and registration fees and shall be paid at the applicable rate of pay.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01** (a) In each site, a Professional Responsibility Committee shall be established with up to four (4) Employees elected by the Union and up to four (4) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving a written complaint regarding patient/resident/client care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care including staffing issues.
- (e) Where a complaint is specific to one (1) ward or unit, the Employee or Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
- (f) When an item is unresolved for more than forty-five (45) calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present their complaint to the governing Board. The governing Board will then give their reply to the Professional Responsibility Committee within fourteen (14) calendar days.
- (g) To prevent misunderstandings and to assure all problems are dealt with, answers must be communicated, in writing, to the Professional Responsibility Committee.
- (h) The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavor to

provide this information in a timely fashion, and in any event not later than thirty (30) days from the original discussion of the particular staffing issue(s).

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

ARTICLE 37: EXTENDED WORK DAY

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

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

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

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent.
- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per shift and shifts per shift cycle of a part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten (10) days of the change.
- (d) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

- 37.02 Two optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I or Option II is applied, the relevant provisions of Article 7 and 30 shall be amended as follows:

Option I: 11.08 Hour Extended Work Day

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

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

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

- (ii) be thirty-six point nine three (**36.93**) hours per week averaged over one (**1**) complete cycle of the shift schedule;
- (iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve point two five (**12.25**) hours per day, as determined by the start and finish times of the shift.”

(B) Amend Article 7.01(b) in its entirety to read:

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

- (i) include as scheduled by the Employer, three (**3**) rest periods of fifteen (**15**) minutes during each full working shift; and
- (ii) exclude, as scheduled by the Employer, two (**2**) meal periods of thirty (**30**) or thirty-five (**35**) minutes each, the alternative to be applied by the Employer. Two (**2**) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer;
- (iii) except that such meal periods shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

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

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

- (i) Permanent days
- (ii) Permanent nights (only by request of Employee)
- (iii) Nights and days rotation

The Employer shall endeavour to **minimize** the assignment of different shift patterns between designated days of rest, where Employees are working a shift pattern 7.02(d)(iii) which begins with night shifts. Where possible, there shall be at least forty-seven point seven five (**47.75**) hours off duty between a night shift to day shift change.

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (**2**) blocks per year totalling not more than fourteen (**14**) calendar days per year.

- (f) Employees who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between 0700 hours and 1500 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
 - (ii) at least two (2) consecutive days of rest per week; and
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.
 - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.
 - (h) Does not apply
 - (i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation."

(D) Amend Article 30.01(a): 7.01(a)(i) to read:

“30.01 (a) 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-six point nine three (36.93) hours per week averaged over one (1) complete cycle of the shift schedule.”

(E) Amend Article 30.01(b): 7.02(g) to read:

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

- (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of twenty-two (22) in a six (6) week period;
- (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (v) where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty;”

Option II: 9.75 Hour Extended Work Day

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

- “7.01 (a)** Regular hours of work for full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of nine point seven five (9.75) hours per day;
 - (ii) be thirty-seven point zero five (37.05) hours per week averaged over one (1) complete cycle of the shift schedule.”

(B) Amend Article 7.01(b) in its entirety to read:

- “7.01 (b)** Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
 - (ii) exclude, as scheduled by the Employer, one (1) meal period of thirty (30) minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer;
 - (iii) except that such meal period shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

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

- “7.02 (g)**
- (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
 - (ii) at least two (2) consecutive days of rest per week; and
 - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
 - (v) where possible, one (1) weekend in four (4) shall be an extended weekend, “Extended Weekend” shall

mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

- (h) Does not apply
- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation."

(D) Amend Article 30.01(a): 7.01(a)(i) to read:

"30.01 (a) 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-seven point zero five (37.05) hours per week averaged over one (1) complete cycle of the shift schedule."

(E) Amend Article 30.01(b) 7.02(g) to read:

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

- (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of sixteen (16) in a five (5) week period;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) not more than four (4) consecutive extended shifts, nor more than four (4) extended shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended

Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

“11 .01 New Employees shall serve a probationary period of four hundred and seventy-one (471) hours, provided however, that each full day of absence from work for any reason will extend the probationary period by one (1) day. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.”

37.05 Amend Article 17.02(a) and (b) to read:

“17.02 **Vacation Entitlement**

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

(a) *Staff Nurse and Assistant Head Nurse*

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

(b) *Head Nurse and Instructor*

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

37.06 Amend Article 17.02 (d) to read:

17.02 (d) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee’s option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.

37.07 Amend Article 17.04(a) to read:

“17.04 (a) *Vacation Pay on Termination*

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

- (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee’s basic rate, together with
- (ii) six percent (6%) in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours

vacation per annum, or eight percent (8%) in the case of an Employee, entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten percent (10%) in the case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred and thirty-two point five (232.5) working hours vacation per annum, of the Employee's regular earnings from the first (1st) day of _____ in each calendar year to date of termination."

37.08 Amend Article 18.01 by adding (c) to read:

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

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

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

37.10 Amend Article 19.02 to read:

"19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours."

37.11 Amend Article 19.03 to read:

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

37.12 Amend Article 19.05 to read:

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

37.13 Amend Article 30.01(a): 7.01(a)(v) and (vi) to read:

"30.01 (a) 7.01 (a) (v) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her or his scheduled days of rest, or to work beyond the

Employee's regularly scheduled daily hours or **pre-agreed** length of shift, the Employee shall be paid her or his basic rate of pay for such hours or, if applicable, two times **(2X)** the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

37.14 Amend Article 30.01(e) to read:

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

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

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

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

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

37.15 Amend Article 30.01(f) to read:

"(a) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five **(11.625)** hours per month pro-rated on the basis of

the hours worked by the part-time Employee in relation to the regularly scheduled hours for full-time Employees.

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

37.16 Amend Article 30.03(d) to read:

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

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

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

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

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

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

ARTICLE 38: TECHNOLOGICAL CHANGE

38.01 Should the Employer introduce technological change by altering methods or **utilizing** different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 39: JOB DESCRIPTION

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

ARTICLE 40: COMMITTEE PARTICIPATION

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

ARTICLE 41: AMBULANCE DUTY

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

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

41.03 In addition to the payment in Article 41.02 above:

- (a) In the event circumstances permit an immediate return to the Employee's place of employment, the Employee shall be paid at the Employee's basic rate and/or, if applicable, the overtime rate as stated in Article 8, to which the Employee is entitled up to the time:
 - (i) the patient/resident/client is released into the care of the receiving site; or
 - (ii) the Employee's scheduled work period would otherwise have ended, or
 - (iii) the Employee has returned to her or his place of employment;

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

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

ARTICLE 42: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

42.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations. Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

ARTICLE 43: SUBSISTENCE

43.01 Employees who are required to travel outside their normal work area on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Travel and Subsistence or Employer Policy, whichever is higher.

(a) **Meals**

Breakfast	\$6.25
Lunch	\$8.00
Supper	\$14.50

Reimbursement for meals may be claimed as follows:

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

(b) **Per Diem Allowance**

A per diem allowance of five dollars (\$5.00) may be claimed for each twenty-four (24) hour period while away from home.

(c) **Accommodation**

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee 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 fourteen dollars (\$14.00) 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 shall be reimbursed upon submission of receipts.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: WARD OR UNIT

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

WHEREAS the physical design, staffing patterns, and policies and practices differ amongst Alberta health care facilities; and

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

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT:

1. (a) Except as provided in (b) below, for the purposes of application of Article 34.02, the Employer shall provide the Union with a list of areas in the facility that the Employer has designated as a ward or unit. Such list shall be provided to the Union no later than September 30, 2001.
- (b) In the event that the Employer provided the Union with a list of areas that the Employer has designated as a ward or unit under the terms of a prior Collective Agreement, and the ward or unit designation was resolved or remains in the process of being resolved, the Employer shall not be required to provide a list pursuant to 1(a), and the provisions of #2 to #7 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas designated as a ward or unit under the terms of a prior Collective Agreement, as information only.
2. If the Union identifies any concerns:
 - (a) Regarding Employee safety relative to the application of Article 34.02; or
 - (b) Where the Employer has not designated an area as a ward or unit or part of a ward or unit;

then, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.

3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (30) days of receipt of the written notification pursuant to #1 and #8, to the governing Board of the site concerned.

The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.

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

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: SERVICE RELOCATION

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

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

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

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

NOTE: Service relocation applicable to Capital Health Authority and United Nurses of Alberta, Local #33 is addressed in Addendum K.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL

RE: CHARGE DESIGNATION REVIEW COMMITTEE

1. A Charge Designation Review Committee shall be established, upon the request of the Union, to review the charge designation of a ward or unit that does not have a person who is a Registered Nurse or Registered Psychiatric Nurse in charge on a specific shift.
2. The Committee shall determine if the documented charge roles and responsibilities pursuant to **Article 16.01(c)** accurately reflect the roles and responsibilities of the person designated in charge of the ward or unit. The Committee shall determine whether the person designated is qualified to carry out the actual roles and responsibilities.
3. The Committee shall issue a report which is binding on the parties.
4. The Committee shall be comprised of three (3) members, one (1) appointed by the Employer, and one (1) appointed by the Union. The Chair will be mutually appointed by the parties, failing which the Director of Mediation Services will appoint.
5. Each party shall pay the expenses of their own Nominee and equally share the expenses of the Chairperson.
6. Where the Committee is requested to review a charge designation, they shall convene within thirty (30) days of the request of the Union. Where more than one (1) request for the Committee is made, the request shall be dealt with in order of timing of the requests, and the thirty (30) days may be exceeded as a result.
7. This Letter of Understanding shall expire on March 31, 2003, or on date of ratification of the next Collective Agreement, whichever is later.
8. The Charge Designation Review Committee is a body constituted to provide a method for the settlement of differences pursuant to the terms of Division 22 of the Labour Relations Code.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

-AND -

UNITED NURSES OF ALBERTA, LOCAL

RE: SEVERANCE

Purpose

1. The parties agree that the primary purposes of the Severance Program (the Program) am 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, 2003, or upon ratification of a new Collective Agreement, whichever is later.
3.
 - (a) Severance will be offered only as a result of **organizational** changes that result in the permanent reduction in the number of **UNA** certified regular Employees.
 - (b) Employees on full layoff will not be eligible to apply for the program.
 - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
 - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of **UNA** certified regular Employees, provided that reciprocal transfer agreements are in effect.
4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
 - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.

- Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay).
- For the purposes of the Program, continuous service will be calculated from the last date of hire **recognized** with the Employee's current Employer.

Severance Approval

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

Operation of the Program

7. 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.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: TRANSFER OF PROGRAMS

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

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: DEFERRED SALARY PLAN

Agree to concept, language to be developed.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: DECREASING OR INCREASING REGULAR HOURS OF WORK

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

WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work;

NOW THEREFORE the parties agree as follows:

1. **Decreasing regular hours of work for regular full-time and regular part-time Employees:**
 - (a) Requests to decrease regular hours of work, from regular full-time or regular part-time Employees, shall be made in writing. The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (**FTE**) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer **shall** indicate approval or disapproval in writing within fourteen (**14**) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (b) A request to decrease regular hours of work shall indicate the requested number of shifts per shift cycle. Employees shall not be permitted to amend the length of their shift through this process.
 - (c) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds point four two full-time equivalent (**.42 FTE**), they shall be posted as a vacancy.
 - (d) If the number of hours vacated as a result of this Letter of Understanding is less than point four two full-time equivalent (**.42 FTE**) the additional shifts may be offered to **regular** part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.

- (e) A regular full-time or regular part-time Employee can not decrease her or his full-time equivalent (**FTE**) to less than a point four two full-time equivalent (**.42 FTE**) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.
- (f) Where the number of Employees making such requests in the fourteen (**14**) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (g) Where a regular extended shift Employee decreases her or his regular hours of work, the agreement referred to in Article **37.01** of the Collective Agreement, if required, shall be altered to reflect that change.

2. Increasing regular hours of work for regular part-time Employees:

- (a) If newly funded additional regular full-time equivalents of less than point four two (**.42**) become available on the unit or if the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four two full-time equivalent (**.42 FTE**) such additional or residual hours may be offered, in whole or in part, to regular part-time Employees in order of seniority, working on the unit or may be posted for members of the bargaining unit only.
- (b) If the number of hours available or vacated equals or exceeds point four two full-time equivalent (**.42 FTE**), these shall be posted in accordance with Article **14**.
- (c) If there are no qualified applicants from the posting(s) in **2(a)** or **2(b)** above, the remaining shifts shall be offered in whole or in part to regular part-time Employees working on the unit, in order of seniority.
- (d) Any unassigned hours following the completion of **2(c)** above will not remain subject to the provisions of this Letter of Understanding.
- (e) A regular part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his schedule without violating the scheduling provisions of the Collective Agreement.
- (f) A regular part-time Employee may become a regular full-time Employee through the operation of this Letter of Understanding.
- (g) No regular part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (h) Where a regular part-time extended shift Employee increases her or his regular hours of work, the agreement referred to in Article **37.01** of the Collective Agreement, if required, shall be altered to reflect that change.

3. No Employee may decrease or increase her or his regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
4. Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding
Re: Severance.
5. Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement.
6. Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Union forthwith.
7. An Employee whose regular hours of work are altered through the operation of this Letter of Understanding shall not be required to serve a trial period.
8. Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14, 15, 30 or 37.
9. This provision is not intended to circumvent the posting and recall provisions of Articles 14 and 15 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 14 and 15 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).
10. This Letter of Understanding shall expire on March 31, 2003, or on date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: JOINT COMMITTEE

The Parties **recognize** the value of joint discussions related to the ongoing administration of this Collective Agreement.

Whereas it is the intent of the Parties to create a Joint **Multi-Employer/UNA** (Facility and Community) forum (hereinafter referred to as the Joint Committee) to facilitate these discussions, the Parties agree as follows:

1. Within ninety (**90**) days of ratification of this Collective Agreement, the Parties shall establish a Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet quarterly, or as otherwise mutually agreed, to discuss issues arising out of the administration of this Collective Agreement.
4. The purpose of this Joint Committee will be to:
 - (a) exchange information;
 - (b) engage in discussions; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The topics to be discussed by the Joint Committee may include, but shall not be limited to:
 - (a) Continued discussions related to the mutual objective as identified by the Provincial Collective Agreement Joint **Leveling** Committee to reduce the number of Local Conditions contained in the Collective Agreements;
 - (b) Grievance and Arbitration Processes;
 - (c) Multiple Positions;
 - (d) Multi-Bargaining Unit Positions and Emergency Assignments;

- (e) Other Structural/Functional Issues;
 - (f) Classifications
 - (g) Other issues of mutual interest to the Parties.
6. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: RECRUITMENT & RETENTION INITIATIVES

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current nurses.
- It is anticipated that over the next 10 years large numbers of senior nurses will retire. Succession planning must address the loss in numbers, as well as the loss of experience. Simultaneously, there will be an increased demand for services to the system, given the changing demographics.
- Recruitment approaches must balance the need for new Employees, while respecting current Employees.
- It is desirable to recruit and retain both experienced nurses and nurses entering the workforce.
- The retention of current nurses and recruitment of new nurses are shared priority issues.
- Increased service expansion will create challenges on how to maintain current service requirements while adding additional capacity.
- Rural and urban services may have differing human resource needs.
- There is value in early collaboration for effective problem solving.
- In addition to improved working terms and conditions in the current Collective Agreement, additional strategies will be required to address the nursing shortage.
- Decisions made at the local level are more effective in meeting the needs of the Employer and Employee.

In recognition of these factors, the parties agree to undertake recruitment and retention initiatives as follows:

I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

WHEREAS the Parties believe that recruitment initiatives will have a positive impact on the work environment of current and prospective Employees and will improve the quality of patient/resident/client care; and

WHEREAS the Parties support the implementation of a program which will serve as an employment transition and learning opportunity for graduate nurses.

NOW THEREFORE the parties agree as follows:

1. Employers participating in the United Nurses of Alberta Collective Agreements shall create:
 - (a) up to four hundred and eighty (480) regular full-time positions in the year 2001; and
 - (b) up to six hundred (600) regular full-time positions in the year 2002.
 - i) These positions shall be supernumerary. These positions shall not be part of the staff count. There shall be no reduction in the number of nursing hours worked on any unit as a result of the creation of these positions.
 - ii) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for graduate nurses.
2. The competition for these positions shall be restricted to Graduate Nurses and Graduate Psychiatric Nurses.
3. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 5 below.
4. Successful applicants for these positions shall work under the guidance of a Registered Nurse, Registered Psychiatric Nurse, Clinical Educator or Clinical Supervisor on each shift worked.
5. Successful applicants shall be required to make application for vacant positions of no less than point five three full-time equivalents (.53 FTE) within one (1) year of their initial appointment. Employees who do not achieve a regular position, within one (1) year of their initial appointment, will be transferred to casual status. It is agreed that these Employees shall not receive special consideration for vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers and Vacancies.
6. Where participating Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the program shall be a standing item on the agenda of the Professional Responsibility Committee.

7. The Employer shall provide available, relevant information to the Union in a timely manner and, in any event, no later than fourteen (14) days from the date of the initial request for information.

II. EXTRAORDINARY TEMPORARY POSITIONS FOR INTERNATIONAL RECRUITMENT

WHEREAS the Parties agree that it may be of mutual benefit to the Employees and the Employer to staff extraordinary temporary positions to meet current and projected short-term human resources requirements and provide assistance relative to workloads, vacation absence coverage and improve quality of **worklife** for current Employees, and

WHEREAS staffing of extraordinary temporary positions will be limited to the Employers out-of-country recruitment initiative as approved by Human Resources Development Canada and Canada Immigration;

NOW THEREFORE the Parties agree that the Collective Agreement be amended by the following:

1. The definition of Temporary Employee under Article 2.04 (c) is amended to include (iv) "Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than three (3) months but less than twelve (12) months.
2. The parties agree that the positions are created for the purpose of accommodating placement of nurses hired under the out-of-country recruitment initiative, and thus, competitions shall be restricted to nurses who are **authorized** to work under this program.
3. Positions created through this initiative, will be established in high needs areas defined as those with high vacancies, impacted by service enhancements, subject to high relief or vacation relief that is not met by normal recruitment action. No regular or temporary Employee shall experience reduced regular hours as a result of this initiative.
4. Successful applicants for "Extraordinary Temporary Positions", shall be covered by all provisions of the Collective Agreement, pursuant to Article 30.02 Temporary Employees in the Multi-Employer Facility and Community Collective Agreements.
5. An international nurse hired into an Extraordinary Temporary position who holds a temporary permit issued by the Alberta Association of Registered Nurses (A.A.R.N.) or the Registered Psychiatric Nurses Association of Alberta (R.P.N.A.A.) on her or his date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by A.A.R.N. or R.P.N.A.A., she or he shall be paid at the rate applicable to a Registered Nurse/Registered Psychiatric Nurse, retroactive to qualifying criterion in Article 25.02 (A) or 25.02 (B).
6. The Employer agrees to provide a progress and implementation review of the program initiative to the Union at each affected site.

III. TIMELY EXPANSION OF SERVICE CAPACITY

Where the Employer is expanding service capacity which will require additional staff over and above the current staffing complement, and where the application of the terms and conditions of the Collective Agreement may delay the planned expansion, the parties shall meet prior to the planned expansion to discuss how the recruitment process will take place, review the current and required staffing complement and discuss other relevant factors.

IV. WORKFORCE ENHANCEMENT TASK FORCE

- (a) In addition to the strategies identified above, it is recommended that each Employer and the Union have joint consultations, at the local level, to discuss approaches to human resource requirements including, but not limited to the preceding recruitment and retention initiatives. These consultations may adopt a framework similar to that developed under the Health Workforce Adjustment Strategy, to be used as a guide for developing workforce enhancement strategies. Any initiatives that affect the terms and conditions of employment shall require mutual agreement between the Union and the Employer.
- (b) The parties will share information regarding these local initiatives at the Provincial Joint Committee.
- (c) Where appropriate, these local initiatives will endeavour to access resources available through other initiatives, such as the AARN Professional Development fund or the Nursing Advisory Council of Alberta.

This Letter of Understanding will be in effect until March 31, 2003 and may be extended by the mutual agreement of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

**CALGARY REGIONAL HEALTH AUTHORITY,
CAPITAL HEALTH AUTHORITY
AND CARITAS HEALTH GROUP**

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: LOCAL PILOT PROGRAMS TO:

- **ESTABLISH TEMPORARY RECRUITMENT POSITIONS FOR OUT-OF-PROVINCE NURSES; AND**
- **ENABLE TIMELY EXPANSION OF SERVICE CAPACITY.**

The parties acknowledge that further efforts may be necessary on the issue of recruitment in order to assist the current Employees by addressing workload issues and enhancing the ability of the Employer to recruit new Employees.

Further to the Letter of Understanding titled Recruitment and Retention Initiatives, the parties agree to the following:

1. At the request of either party, representatives of the parties shall meet on a regional basis to enter into and complete good faith discussions concerning these issues.
2. Such meeting as outlined in point 1 above, shall be held at the request of either party, within two (2) months of the date of ratification of this Collective Agreement.
3. Temporary Recruitment Positions (out of province nurses)

The Parties may mutually agree to establish a Pilot Temporary Recruitment Positions Program. The following template may be used by the parties to establish a Pilot Temporary Recruitment Positions Program:

- (a) The definition of Temporary Employee under Article 2.04 (c) is amended to include (iv) "Temporary Recruitment Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than three (3) months but less than twenty-four (24) months.
- (b) The parties agree that Temporary Recruitment Positions are created for the purpose of increasing staff complements through external recruitment, and thus, competitions to fill Temporary Recruitment Positions shall be restricted to nurses who are not currently employed by a healthcam Employer located in Alberta.
- (c) Positions created through this initiative, will be established in high needs areas defined as those with high vacancies, impacted by service

enhancements, subject to high relief or vacation relief that is not met by normal recruitment action. No regular or temporary Employee shall experience reduced regular hours as a result of this initiative.

- (d) Successful applicants for “Temporary Recruitment Positions” shall be covered by all provisions of the Collective Agreement, pursuant to Article 30.02 Temporary Employees in the Multi-Employer Facility and Community Collective Agreements.
- (e) Temporary Recruitment Employees are eligible to apply for vacancies posted pursuant to provisions of Article 14. If a Temporary Recruitment Employee does not transfer to another position within 24 months of the date of his or her appointment as Temporary Recruitment Employee, then the Temporary Recruitment Employee shall revert to the status of a casual Employee pursuant to the terms of this Collective Agreement.
- (f) A Nurse hired into a Temporary Recruitment Position who holds a temporary permit issued by the Alberta Association of Registered Nurses (A.A.R.N.) or the Registered Psychiatric Nurses Association of Alberta (R.P.N.A.A.) on her or his date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by the A.A.R.N. or R.P.N.A.A. or, she or he shall be paid at the rate applicable to a Registered Nurse/Registered Psychiatric Nurse, retroactive to qualifying criterion in Article 25.02 (A) or 25.02 (B).

4. Timely Expansion of Service Capacity

The Parties may mutually agree to establish a pilot program to enable Timely Expansion of Service Capacity pursuant to Section 3 of the Recruitment and Retention Initiatives Letter of Understanding. Such pilot program may include, but shall not be limited to the following options:

- (a) Strategies to expedite posting of vacancies and selection of successful candidates.
- (b) Creating expression of interest lists, for qualified candidates, posting projected vacancies.
- (c) Strategies to facilitate creation of regular float positions.

Recruitment options shall always consider the impact on internal candidates.

- 5. The parties shall develop local criteria for the evaluation of pilot program(s). An evaluation of a pilot program shall be initiated within 6 months after implementation of a pilot, and at regular intervals thereafter. Information regarding local Pilot Programs and the resulting evaluation shall be shared with the Provincial Joint committee.

This Letter of Understanding will be in effect until March 31, 2003 and may be extended by the mutual agreement of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(REGIONAL HEALTH AUTHORITY EMPLOYERS EXCLUDING
CAPITAL HEALTH AUTHORITY,
CALGARY REGIONAL HEALTH AUTHORITY,
AND **CARITAS** HEALTH GROUP)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: LOCAL PILOT PROGRAM TO ESTABLISH REGIONAL FLOAT POSITIONS

The parties acknowledge that further efforts may be necessary on the issue of recruitment in order to assist the current Employees by addressing workload issues and enhancing the ability of the Employer to recruit new Employees.

Further to the Letter of Understanding titled Recruitment and Retention Initiatives, and;

The parties agree that the creation of larger full-time **equivalencies (FTE)** supports the retention of current Employees by addressing workload issues and enhancing the ability to recruit new Employees;

The parties further agree to explore whether these goals may be achieved by combining full-time **equivalencies** across bargaining units.

The parties agree to the following:

1. At the request of either party, representatives of the parties shall meet on a regional basis to enter into and complete good faith discussions concerning these issues.
2. Such meeting as outlined in point 1 above, shall be held at the request of either party, within six **(6)** months of the date of ratification of this Collective Agreement.
3. The parties may mutually agree to use the following template in support of these discussions.
 - (a) The Employer may post permanent float positions to work in specified sites. Such positions shall not be structured to work in more than three **(3)** specified sites and the sites must be within one hundred kilometers **(100 km)** of one another. The posting shall indicate that the positions are **multi-site**.
 - (b) Employees for the above positions will be assigned a base site, and covered by the Collective Agreement applicable to that site.

(c) Article 7 – Hours of Work and Scheduling

- (i) Schedules for Employees will be posted in accordance with Article 7 and 37 in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for shift will not activate the shift change penalty.
- (ii) All time required **traveling** from the Employee's base site will be considered hours worked under the Collective Agreement.
- (iii) Where an Employee is required to move between sites on short notice, travel time required may be part of the normal daily hours of work. If it is not possible to travel during the normal daily hours of work, it is **recognized** that overtime will be applicable.

(d) Article 8 - Overtime

Overtime will be paid as per Articles 8 and 37 **recognizing** total hours worked in all specified sites.

(e) Article 10 - Transportation

Kilometerage will be paid for all travel from the Employees assigned base site in accordance with Article 10 of the Collective Agreement.

(f) Article 11 – Probationary Period and Orientation

Orientation as specified in Article 11.03 shall be provided at the base site. A reasonable orientation shall be provided at each of the other sites.

(g) Article 13 - Evaluations

The most immediate supervisor at the base facility of each Employee will do yearly evaluations in accordance with Article 13.

(h) A job description will be developed in accordance with Article 39 for these positions.

(i) There shall be no layoffs as a result of implementation of this Letter of Understanding.

5. The parties shall develop local criteria for the evaluation of pilot program(s). An evaluation of a pilot program shall be initiated within 6 months after implementation of a pilot, and at regular intervals thereafter. Information regarding local Pilot Programs and the resulting evaluation shall be shared with the Provincial Joint committee.

This Letter of Understanding will be in effect until March 31, 2003 and may be extended by the mutual agreement of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: JOINT REVIEW OF EDUCATION ALLOWANCES

The Parties hereby agree to undertake a joint review in consultation with representatives from the Faculties of Nursing regarding appropriate consideration of **equivalencies** for clinical courses offered by **organizations** other than bona fide post secondary institutions, including Canadian Nurses' Association certifications.

Failing agreement by the Committee by September 1, 2001, Article 26.01 (a) will be amended to read:

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

For the period until March 31, 2002, educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	35¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	35¢
Course in Nursing Unit Administration	35¢
One Year Diploma	35¢
Baccalaureate Degree	75¢
Master's Degree	\$1.00
Doctorate	\$1.25

Effective April 1, 2002, educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	50¢
Course in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

Any changes to the application of Article 26 shall be retroactive to April 1, 2001.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: APPLICATION OF SALARY GRID ADJUSTMENT

The parties agree that Employees hired after April 1, 2000 and prior to April 1, 2001 shall have their placement on the increment grid adjusted in accordance with the criteria described in Article 27.01 plus any service with the Employer since their date of hire.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

-AND -

UNITED NURSES OF ALBERTA, LOCAL #

RE: IMPLEMENTATION OF 9TH STEP

The Parties agree as follows:

1. An Employee shall be eligible to advance to Step 9 when the Employee has,
 - (a) in the case of a full-time Employee, completed one (1) full year of service at Step 8; or
 - (b) in the case of a part-time or casual Employee, completed one thousand seven hundred and eleven point five (1711.50) regular hours actually worked at Step 8.

ADDENDUM OF LOCAL CONDITIONS

The names that appear in this Addendum of Local Conditions are the operational names of the facilities and locals, and in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units.

HEADWATERS HEALTH AUTHORITY

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO HEADWATERS HEALTH AUTHORITY (LITTLE BOW AUXILIARY HOSPITAL, CARMANGAY) AND THE UNITED NURSES OF ALBERTA, LOCAL #206

It is hereby agreed that Local 206 will waive the requirement in Article 7.02(f) that each Employee will be assigned day duty at least two-fifths (2/5) of the time and the requirement to post shift schedules twelve (12) weeks in advance in accordance with Article 7.03.

This agreement is in place only until such time as staffing complements do not allow for two-fifths (2/5) days. It is understood by both Parties that if the staffing complement is increased, the work schedule will be revised to be contract compliant.

CALGARY REGIONAL HEALTH AUTHORITY

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO CALGARY REGIONAL HEALTH AUTHORITY (CRHA) (ALBERTA CHILDREN'S PROVINCIAL GENERAL HOSPITAL, PETER LOUGHEED CENTRE OF THE CALGARY GENERAL HOSPITAL, FOOTHILLS MEDICAL CENTRE, THE COLONEL BELCHER HOSPITAL AND THE ROCKYVIEW GENERAL HOSPITAL) AND UNITED NURSES OF ALBERTA LOCAL #95, LOCAL #1, LOCAL #115, AND LOCAL #121 REGARDING TRANSFER(S) OF PROGRAMS

WHEREAS it is the desire of the parties to amend certain terms and conditions contained in the core of this Collective Agreement the parties agree to add the following provisions:

1. TRANSFER(S) OF PROGRAMS

Transfers of programs between different bargaining units shall be dealt with in accordance with the Letter of Understanding **Re: "Transfer of Programs"**.

2. EMPLOYEES WORKING ON OTHER SITES

Sharing of Expertise, Education, or Maintenance of Skills

(a) Skill Maintenance

Employees from any site may be assigned to work at any site for the purpose of skill maintenance providing there is agreement of the parties on the skill maintenance areas, and such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism contained within this Addendum.

The Employer shall **endeavor** to offer staff in similar circumstances similar opportunities to attend other sites for skill maintenance. Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with union agreement.

Employees shall only be required to be assigned to another bargaining unit site for skill maintenance if the skill maintenance cannot be provided at the Employee's home bargaining unit site.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across bargaining unit sites on an ongoing basis or solely for operational convenience.

(b) Education

The Employer may assign Employees to work at more than one (1) site for the purposes of providing and receiving education for workshops,

conferences and in-services. Such assignments shall not be made more than twice per year.

(c) Meetings

Employees are permitted to attend meetings at another site or bargaining unit.

(d) Orientation

New Employees are permitted to attend orientation at another site to support **centralized/standardized** delivery or space issues. This shall not replace site specific orientation.

(e) Conditions

For Employees assigned to work at another bargaining unit site the following conditions shall apply:

(i) Twelve (12) weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) Skill Maintenance. The twelve (12) week notice period may be waived if there is agreement between the Union and the Employer.

(ii) During the period of such assignment, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.

(iii) The Employer shall reimburse the Employee for all reasonable, necessary and substantiated transportation costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CRHA Travel Reimbursement Policy.

(iv) An Employee working at another site pursuant to (a) Skill Maintenance shall receive a reasonable period of orientation to the other site.

(f) No Layoffs

There shall be no layoffs as a result of an Employee working at more than one (1) bargaining unit site.

3. **CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY SITE**

(a) Employees from any bargaining unit site may be assigned to work at any bargaining unit site for the purpose of providing assistance in emergency situations. No Employees will be assigned to another site or bargaining unit unless it has been assessed to be a **recognized** critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to **mobilize** the appropriate, available resources to address and resolve the issues before activating these provisions.

- (b) During the period of the assignment to a different bargaining unit site, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
- (c) The Employer shall reimburse the Employee for all reasonable, necessary and substantiated additional transportation costs incurred in traveling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CRHA Travel Reimbursement Policy.
- (d) The Employer shall notify the Union forthwith whenever this provision is invoked. The Employer agrees to disclose relevant information.
- (e) There shall be no layoffs as a result of an Employee working on more than one bargaining unit site.
- (f) Any Employee working at another site in this Addendum shall receive a reasonable period of orientation to the other site.

4. MULTI-SITE POSITIONS

- (a) The parties agree that certain positions may be designated as positions whose duties involve regularly, on a non-emergent basis, working at other bargaining unit sites. For the purpose of Hours of Work/Shift Schedules Articles, the Employees' schedules shall include site. The Multi-Site positions shall include:
 - Diabetic Education including DIP/Renal Outpatients
 - Heart Health (Cardiac Pacemaker)
 - **Pediatric Behavioral Service (Outpatient Clinics)**
 - Education Services
 - Clinical Information Systems Instructor, Department of Critical Care FMC Mental Health Adult Outpatient Clinics and Day Program/Colonel Belcher Veterans Care Centre Social Rehabilitation Program
 - GI Instructor
 - Regional Instructor Ambulatory Clinics and Services

This list may be amended with agreement of the parties, such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism within this Addendum.

- (b) Multi-Site positions shall be posted at all sites and all Employees at the other bargaining unit sites shall be treated as internal candidates. In filling **Multi-Site** positions, 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.

- (c) Each Multi-Site position shall have a home site. The Employee shall be covered by the Collective Agreement in place at the Employee's home site and the Employee shall be a member of the bargaining unit at the home site.
- (d) Multi-Site positions will be placed in an appropriate, existing classification, in accordance with duties.
- (e) The Employer shall reimburse the Employee for all reasonable, necessary and substantiated additional transportation costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or **CRHA** Travel Reimbursement Policy.
- (f) Clause 3 above shall not apply to Employees occupying Multi-Site positions.

5. **SPECIALIZED SERVICE AREAS**

The parties agree that there are certain specific **specialized** services that require Employees to perform their duties at more than one (1) bargaining unit site. **Specialized Service Area** is defined as a service that is currently **centralized** at one bargaining unit site, however may be required at any site on a non-regular basis and can not be regularly scheduled.

The **Specialized Services** shall include:

- Renal Hemodialysis
- GI Procedures (ERCP)
- Enterostomal Therapy
- Southern Alberta Home **Enteral** and **Parenteral** Nutrition Program
- **Apheresis (FMC and ACH)**
- **Specialized Pediatric Services (Pediatric Retinal Surgery, Perinatal High Risk, Interoperative MRI)**
- Neonatal Transport Team
- Sexual Assault Response Team
- Hope Program
- Heart Function
- Adult Congenital Heart Clinic
- Heart Transplant

Other special skills found only at another site, for example a patient with a head injury who has an obstetrical need, a bum patient.

- (a) During the period of the assignment to a different bargaining unit site, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
- (b) The Employer shall reimburse the Employee for all reasonable, necessary and substantiated additional transportation costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where

not otherwise provided, as per the Collective Agreement or CRHA Travel Reimbursement Policy.

(c) No Layoffs

There shall be no layoffs as a result of an Employee working at more than one (1) bargaining unit site.

This list may be amended with the agreement of the parties, such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism within this Addendum.

6. TEMPORARY TRANSFERS

In the event that restructuring of premises requires a temporary transfer of a unit, the following procedure shall be followed:

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a) (ii) shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is a permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily, the Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending site's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall (except for day to day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending site who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.

- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event, the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another site or bargaining unit provided that:
 - (i) The Employee has the ability to perform the work.
 - (ii) There are no Employees on layoff with recall rights at that other site or bargaining unit.
 - (iii) The Employer has been unable to fill the positions through any recall provisions which exist.
- (b) Recalls to other sites or bargaining units shall be in order of seniority. If an Employee accepts recall to another site or bargaining unit, she or he shall transfer her or his seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site.
- (c) An Employee shall have the right to refuse recall to another site without adversely affecting the Employee's recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to another site, in respect of recall to an assignment of fourteen (14) calendar days or more, then the senior Employee on the recall lists at the other sites shall be provided another notice of recall, and if the Employee refuses the recall to the other site, she or he shall retain her or his right to recall status at the Employee's home site, but shall be deemed to have forfeited her or his right of recall to other sites under this provision.

8. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains at another site or bargaining unit after the provisions of the Promotions, Transfers and Vacancy Article have been implemented, Employees from other sites or bargaining units have the right to apply for the vacancy at the other site. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee shall transfer her or his accrued seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site.
- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where

these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

9. RECEIVING CLAUSE

This Addendum shall apply to the Foothills, Peter Lougheed, Alberta Children's, Colonel Belcher, and Rockyview Hospitals; and United Nurses of Alberta Locals 1, 95, 115 and 121. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Agreement or parts of this Agreement.

10. DISPUTE RESOLUTION MECHANISM

- (a) This Addendum shall form part of the Collective Agreement and shall remain in force subject to negotiation and renewal by the parties.
- (b) If either party wishes to amend, delete, or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If either party wishes to amend, delete or renew the Addendum and they are unable to reach agreement, such dispute may be resolved in the same manner as a Collective Bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.
- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories of this Addendum. Other parties shall have the right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.

**ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO THE
CALGARY REGIONAL HEALTH AUTHORITY (ALBERTA
CHILDREN'S PROVINCIAL GENERAL HOSPITAL) AND
UNITED NURSES OF ALBERTA, LOCAL #95**

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

NOW THEREFORE the parties agree with each other as follows:

1. To reflect the patient care situation existing on "W" Cluster, amend Article 7.02(g)(i) to read:

7.02 (g) (i) at least eleven (11) hours off duty between shifts for:
· staff working evening shift on Thursday; and
· staff working Tuesday and Wednesday evening shifts (1300 - 2115) who facilitate group sessions on Wednesdays or Thursdays at 0800 hours.
2. This Addendum may be terminated by either party with twelve (12) weeks notice.

**ADDENDUM D: LOCAL CONDITIONS APPLICABLE TO THE
CALGARY REGIONAL HEALTH AUTHORITY (FOOTHILLS
MEDICAL CENTRE) AND UNITED NURSES OF ALBERTA,
LOCAL #115**

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

NOW THEREFORE the parties agree with each other as follows:

- (a) Article 17.02(a) is amended by the addition of the words “Mental Health Worker” to the title therein.
- (b) Article 17.02(b) is amended by the deletion of the words “Head Nurse” from the title therein.
- (c) Article 26.03 is amended by the deletion of the words “Head Nurse” therefrom.
- (d) Article 37.05(a) is amended by substituting Staff Nurse, Assistant Head Nurse and Mental Health Worker for Staff Nurse and Assistant Head Nurse.
- (e) Article 37.05(b) is amended by the deletion of the words “Head Nurse and” from the title therein.
- (f) Salaries Appendix is amended by substituting “Staff Nurse and Mental Health Worker” for “Registered Nurse, Registered Psychiatric Nurse”, and further by deletion of the words “Head Nurse and” therefrom.
- (g) Amend Article 5.07 to read: “An Employee who has worked an average of point four full time equivalent (.4 FTE) or greater in the previous fiscal year and has active registration with the Alberta Association of Registered Nurses, the Registered Psychiatric Nurses Association of Alberta, College of Social Workers or Psychologists’ Association of Alberta at the beginning of the next registration year, shall receive a one hundred dollar (\$100.00) reimbursement to her or his Alberta Association of Registered Nurses, the Registered Psychiatric Nurses Association of Alberta, College of Social Workers or Psychologists’ Association of Alberta registration fee.”
- (h) The following applies to the schedules of Employees working in the operating rooms and PARR:
 - (i) single days off will be set into the rotation before and after the weekend of scheduled nights is worked;
 - (ii) at the request, in writing, of an Employee, the present schedule which allows the three (3) day weekend off may be kept.

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

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

NOW THEREFORE the parties agree with each other as follows:

- (a) Amend Article 7.01(a), 7.01(b) and 7.02(g)(iii): Hours of Work and Scheduling Provisions to read:

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

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

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

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

7.02 (g) (iii) Days of rest on each weekend. “Weekend” shall mean Saturday and the following Sunday and Monday, or Friday and the following Saturday and Sunday, ensuring a minimum of seventy-nine point seven five (79.75) hours off duty. Extended weekends shall occur twice in a cycle of the shift schedule. “Extended weekends” shall mean Friday and the following Saturday, Sunday and Monday ensuring a minimum of one hundred and three point seven five (103.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.”

- (b) Amend Article 8.01(a) to read:

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

(c) Amend Article 11.0 1 to read:

“11.01 (a) A new Employee shall serve a probationary period of four hundred and seventy-one (471) hours, provided however, that each full day of absence from work for any reason will extend the probationary period by one (1) day. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee’s probationary period and again prior to the completion of her or his probationary period.

(b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.”

(d) Amend Article 18: Named Holidays as follows:

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

Amend Article 18.03 by adding (c) to read:

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

(e) Amend Article 19: Sick Leave as follows:

“19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours.

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

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

(f) It is hereby agreed between the parties that those positions presently classified as Mental Health Workers/Therapists shall be compensated as follows:

Mental Health Worker/Therapist: Registered Nurse rates.

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

ADDENDUM E: LOCAL CONDITIONS APPLICABLE TO THE CALGARY REGIONAL HEALTH AUTHORITY (COLONEL BELCHER HOSPITAL AND ROCKYVIEW GENERAL HOSPITAL) AND UNITED NURSES OF ALBERTA. LOCAL #121

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

NOW THEREFORE the parties agree with each other as follows:

1. Amend Article 7.01(a), 7.01(b) and 7.02(g)(iii): Hours of Work to read:

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

- (i) not exceed nine point seven five (9.75) consecutive hours per day;
- (ii) be thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule;
- (iii) except where overtime is necessitated, maximum in hospital hours shall not exceed ten point two five (10.25) hours per day as determined by the start and finish times of the shift.

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

- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift;
- (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift, if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer.

7.02 (g) (iii) days of rest on each weekend. One (1) weekend in each five (5) week period shall be an Extended Weekend. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of fifty-nine (59) hours off duty. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;”

2. Amend Article 8.01(a) to read:

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

3. Amend Article 11.0 1 to read:

“11.01 (a) A new Employee shall serve a probationary period of four hundred and seventy-one (**471**) hours, provided however, that each full day of absence from work for any reason will extend the probationary period by one (**1**) day. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee’s probationary period and again prior to the completion of her or his probationary period.

(b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.”

4. Amend Article 18: Named Holidays to read as follows:

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

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

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

5. Amend Article 19: Sick Leave as follows:

“19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (**11.625**) hours for each full month of employment to a maximum credit of nine hundred and thirty (**930**) hours.

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

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

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

Mental Health Worker I: Registered Nurse rates

7. Cancellation of this compressed work week shall be by either party providing to the other thirty-five (35) days notice, in writing, of such intent.
8. Article 37: Extended Work Day shall have no application to the Out-Patient Psychiatry Department of the Rockyview Hospital.
9. For the purposes of Articles 5, 7, 23, 32, 33, 34, 36 and 37, the Union shall mean the Chapter of UNA Local #121 applicable to the specific Hospital. The President or Secretary of the Union shall mean the President or Secretary of the unit of Local #121 applicable to the specific Hospital.
10. Amend Article 34.01(a) to read:

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

HEALTH AUTHORITY 5

ADDENDUM F: LOCAL CONDITIONS APPLICABLE TO HEALTH AUTHORITY 5 AND UNITED NURSES OF ALBERTA, LOCAL #313

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

NOW THEREFORE the parties agree with each other as follows:

1. Employment Insurance Premium Reductions

Article 42 shall read:

‘The Employee’s portion of the Unemployment Insurance premium reduction granted to the Employer shall be paid to the Union at the end of the fiscal year.’”

DAVID THOMPSON REGIONAL HEALTH AUTHORITY

ADDENDUM G: LOCAL CONDITIONS APPLICABLE TO DAVID THOMPSON REGIONAL HEALTH AUTHORITY (OLDS HOSPITAL AND CARE CENTRE) AND UNITED NURSES OF ALBERTA, LOCAL #43

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

NOW THEREFORE the parties agree with each other as follows:

1. (a) The parties agree that four (4) part-time positions in the Acute Care and Emergency Units shall be scheduled as a combination of seven point seven five (7.75) hours and eleven point zero eight (11.08) hour shifts as contemplated in Article 37: Extended Work Day - Option 1.
- (b) For the purposes of Article 37.03, all hours worked, on scheduled days, over and above the daily hours posted on the schedule will be considered overtime and paid at the appropriate rate.
- (c) In the event that an Employee no longer wishes to work in a “combination” rotation or an Employee makes application for a position in the “combination” rotation and **does not** desire to work a “combination” shift, he/she shall advise the Employer and the Union. The Employer and the Union will meet to discuss alternatives and attempt to resolve the issue.
- (d) This agreement may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent or in such shorter time period as mutually agreed in writing between the Employer and the Union.

ADDENDUM H: LOCAL CONDITIONS APPLICABLE TO DAVID THOMPSON REGIONAL HEALTH AUTHORITY (BENTLEY CARE CENTRE) AND UNITED NURSES OF ALBERTA, LOCAL #201

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

NOW THEREFORE the parties agree with each other as follows:

1. Amend Article 7.01(a)(i) and (ii) as it applies to Employee Number 199042 only as follows:

“7.01 Regular Hours of Work

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

- (i) seven point five (7.5) consecutive hours per day;
 - (ii) thirty-five point six (35.6) hours per week averaged over one (1) complete cycle of the shift schedule.”
2. In the event the affected Employee vacates her position, the above amendments to 7.01(a)(i) and (ii) will no longer apply to that position.

EAST CENTRAL REGIONAL HEALTH AUTHORITY

ADDENDUM I: LOCAL CONDITIONS APPLICABLE TO EAST CENTRAL REGIONAL HEALTH AUTHORITY 7 (DAYSLAND HEALTH CENTRE) AND UNITED NURSES OF ALBERTA, LOCAL #186

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

THEREFORE the following amendments are made to the provisions of Article 7.01, 7.02, 30.01(a), 30.01(b) and 37.02:

1. Amend Article 7.02(g), 30.01(b)(i): 7.02(g), and 37.02 Option I(C): 7.02(g):
“Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - 7.02 (g) (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between shifts;
 - (ii) at least two (2) consecutive days of rest per week;
 - (iii) days of rest on at least two (2) weekends in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than four (4) consecutive shifts, nor more than five (5) shifts per week.”
2. Amend Article 7.01(a) and 37.02 Option I(A): 7.01(a) as follows:
“7.01 (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
 - (i) either seven point seven-five (7.75) consecutive hours per day or eleven point zero eight (11.08) consecutive hours per day;
 - (ii) thirty-six point nine eight (36.98) hours per week averaged over one (1) complete cycle of the shift schedule.”
3. Amend Article 30.01(a): 7.01(a)(i) and 37.02 Option I(D) as follows:
“7.01 (a) (i) Regular hours of work for part-time Employees exclusive of meal periods, shall be as scheduled by the Employer, but

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

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

CAPITAL HEALTH AUTHORITY

ADDENDUM J: LOCAL CONDITIONS APPLICABLE TO CAPITAL HEALTH AUTHORITY (GLENROSE REHABILITATION HOSPITAL) AND UNITED NURSES OF ALBERTA, LOCAL #32

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

NOW THEREFORE the parties agree with each other as follows:

Article 19, Article 30.01(f), Article 21.01(c)(iii) and all other reference to Short-Term Disability Insurance (STD) shall be deleted and the following sick leave provisions shall be substituted therefore:

1. SICK LEAVE PROVISIONS

(a) Sick Leave for Full-Time Employees

Definitions

- (i) "Sick Leave" is defined as a form of insurance against illness.
- (ii) "Illness" means any illness, injury (other than injuries covered by the Workers' Compensation Act) or quarantine restrictions.
- (iii) "Casual Illness" means an illness which causes an Employee to be absent from her or his scheduled duty for a period of three (3) successive work days, or less.
- (iv) "General Illness" means an illness which causes an Employee to be absent from her or his scheduled duty for a period of more than three (3) successive work days.
- (v) "Employment Year" begins on the date employment commenced as defined in this Collective Agreement, and continues for one (1) full year thereafter unless altered by the addition of any period of leave without pay in excess of thirty (30) calendar days, which time shall be added to the previously established employment date for the purpose of establishing a new employment date which shall prevail thereafter.

(b) *Sick Leave Accumulation of Credits*

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

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

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

(c) *Conditions of Sick Leave Credits*

- (i) Payment for sick leave credits shall be based on the Employee's basic salary and shall not include premiums.
- (ii) During any employment year not more than ten (10) work days of the sick leave credits may be **utilized** for absences classified as "Casual Illness".
- (iii) Employees who have accumulated sufficient sick leave credits to draw upon shall be paid full pay for each occasion of illness in each calendar year calculated from becoming eligible for sick leave.
- (iv) If an Employee uses her or his total sick leave credits in any one (1) employment year, the Employee is not entitled to any further sick leave with pay during that employment year,
- (v) When an absence on account of "General Illness" continues from one (1) employment year into the next, the period of leave with pay in respect of that illness shall be determined in accordance with the sick leave credits for the employment year in which the absence commenced.
- (vi) Where an Employee uses her or his total sick leave credits in any one (1) employment year, the Employee is not entitled to further sick leave with pay during a subsequent employment year, until the Employee has completed one (1) month's service from the date of her or his return to duty.
- (vii) **Where** an Employee has been absent on account of "General Illness" in one (1) employment year and within thirty (30) days of the Employee's return to duty is again absent, the second (2nd) illness may be considered a continuation of the original illness for the purpose of determining sick leave credits.

- (viii) (A) No sick leave shall be granted for any illness or injury which is incurred once an Employee commences vacation; in this event, the Employee will be receiving vacation with pay.
- (B) Sick leave shall be granted:
 - (i) if an Employee becomes ill during the Employee's vacation as stated in Item (c) (viii)(A) above, only after the **expiry** of the Employee's vacation and provided the illness continues beyond the vacation;
 - (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid for within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled at a later date.
- (C) Notwithstanding the provision of Item (c) (viii), should an Employee be admitted to hospital as an "in-patient" during the course of the Employee's vacation, the Employee shall be considered as being on sick leave for the period of **hospitalization** and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of **hospitalization**. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- (ix) An Employee who is unable to report to duty due to illness is required to inform her or his immediate supervisor prior to zero six thirty (**0630**) hours for day shifts, twelve hundred (**1200**) hours for evening shifts, twenty-one hundred (**2100**) hours for night shifts.
- (x) An Employee may be required to provide acceptable proof of illness for an absence and for sick leave credits.

(d) *Portability of Benefits*

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

(e) *Sick Leave for Part-Time Employees*

Regular part-time Employees shall earn sick leave credits in the proportion to her or his part-time status. Payment will be made only for those days they are regularly scheduled to work and cannot attend because of illness.

Definitions for full-time Employees and conditions of sick leave credits as set out for full-time Employees apply.

- (f) These provisions shall expire on the last effective date of this Collective Agreement (The day before the date that a new Collective Agreement comes into force and effect).

2. COMMUNITY NURSES

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

NOW THEREFORE the parties agree with each other as follows:

(a) Article 2: Definitions

Amend to include:

2.15 "Community Nurse" means a person covered by this Collective Agreement and employed by this Employer, whose prime responsibilities are:

- (i) patient and family assessment;
- (ii) liaison between the hospital and the community;
- (iii) resource co-ordination;
- (iv) education in the community;
- (v) public relations in the community.

(b) Article 7: Hours of Work and Scheduling Provisions

7.01 It is understood and agreed between the parties that the hours of work shall be flexible. In accordance with the foregoing the following shall apply:

- (a) hours of work shall be seven point seven five (7.75) hours per day or thirty-six point eight one (36.81) hours per week averaged over one (1) four (4) week cycle of the shift schedule.
- (b) normal daily hours of work shall fall within the period zero seven thirty (0730) to eighteen hundred (1800) hours.
- (c) normal daily hours of work shall:
 - (i) include two (2) rest periods of fifteen (15) minutes; or
 - (ii) should the hours in a day be less than seven point seven five (7.75) hours but not less than four (4)

hours, include a single rest period of fifteen (15) minutes; or

(iii) include one (1) rest period of thirty (30) minutes during each full working day if this is more compatible with the needs of the clients and/or their families;

(d) normal daily hours shall exclude a meal period of thirty (30) minutes during each working day on which the Employee works in excess of four (4) hours.

7.02 If an Employee is recalled to duty during her or his meal period, the Employee shall be given the time not so taken later in the day.

7.03 Community Nurses shall be entitled to two (2) consecutive days of rest per week, which days shall normally be Saturday and the following Sunday, assuring a minimum period of fifty-six (56) hours off duty. It is understood and agreed that the use of the word "normally" shall mean "usually" or "typically" and shall not prevent, should the need arise, the scheduling of part-time Employees to work weekends nor the rescheduling of full-time Employees to work Saturdays and/or Sundays. In the case of full-time Employees such scheduling, if required, shall ensure that Community Nurses receive two (2) consecutive alternate days of rest during the period from Monday to Friday and shall ensure days of rest on at least one-half (1/2) of the weekends averaged over one four (4) week cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.

7.04 Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuming a minimum of seventy-nine point seven five (79.75) hours off duty. "

(c) Article 8: Overtime

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

8.02 The overtime rate of two times (~~2X~~) the applicable hourly rate shall be paid to Community Nurses for work performed in excess of thirty-six point eight one (36.81) hours in a week averaged over one four (4) week cycle of the shift schedule.

(d) Article 10: Transportation

Amend to include:

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

- (a) one hundred and twenty dollars (**\$120.00**) per month for the first four hundred (**400**) kilometers driven;
- (b) thereafter at thirty cents (**30¢**) per kilometer.

(e) Article 17: Vacations With Pay

Amend to include:

17.02 (f) Community Nurse

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

(f) Expense Payments

- (i) Reasonable, necessary, and substantiated expenses incurred by a Community Nurse in the course of her or his duties shall be paid by the Employer.
- (ii) Reimbursement for the above expenses shall be paid on a **bi-weekly** basis in cheques made out to the Employee which are separate from her or his regular pay cheque.

(g) Salaries Appendix

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

ADDENDUM K: LOCAL CONDITIONS APPLICABLE TO CAPITAL HEALTH AUTHORITY (ROYAL ALEXANDRA HOSPITAL) AND UNITED NURSES OF ALBERTA, LOCAL #33

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

NOW THEREFORE the parties agree with each other as follows:

1. Article 7 shall be amended by the addition of the following clause:

“7.07 The parties agree that the shift rotation in the Operating Room which does not provide for consecutive days of rest as provided for in Article 7.02(g)(ii) may continue during the currency of this Collective Agreement and no premium pay shall accrue by reason only of the absence of such consecutive days of rest. In the event that either party should wish to terminate such rotation they may do so upon providing not less than twelve (12) weeks notice in writing to the other party. Such absence of consecutive days of rest will be kept to a minimum where possible.”

2. Article 15.04: Displacement is replaced by the following:

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

(b) An Employee exercising her or his right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of a written notice from the Employer of the elimination of the Employee’s position or displacement, advise the Employer in writing of one of the following:

- (i) the vacant position which the Employee wishes to take; or
- (ii) the unit(s) that the Employee wishes to bump to.

Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the Employee’s right to displace another Employee or take a vacant position and the Employer shall place the Employee in a vacant position of the Employer’s choice for which the Employee has the ability to perform the work. In the absence of such a vacancy, the Employer shall effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

(c) (i) An Employee who advises the Employer under Article 15.04(b)(ii) that she or he wishes to bump to a particular unit

shall be eligible to displace the least senior Employee with equivalent hours of work and shift pattern on that unit. If there is no less senior Employee with equivalent hours of work and shift pattern on that unit, the Employee shall be eligible to:

- (A) displace the least senior Employee with equivalent hours of work in another shift pattern of the Employee's choice on that unit, or;
 - (B) displace the least senior Employee in a shift pattern of the Employee's choice that falls within zero point one (0.1) full-time equivalent range commencing with the nearest position up in hours from her or his current regular hours, provided that no Employee shall be required to displace an Employee of lesser hours of work. A regular part-time Employee shall not be eligible to displace a regular full-time Employee.
- (ii) Should an Employee not be granted her or his decision under Article 15.04(b) due to seniority, the Employee shall be given an additional seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays to submit a new written decision.
 - (iii) If there is no less senior Employee with equivalent hours of work and shift pattern on that unit, an Employee affected by this article may elect to displace an Employee or take a vacant position with a lower full-time equivalency or employment category as defined in Article 2.04, however such Employee shall not be eligible for recall under Article 15.05. When an Employee elects to displace an Employee with a lower full-time equivalency, she or he shall displace the least senior Employee in the shift pattern of the Employee's choice, within a zero point one (0.1) full-time equivalent range commencing with the nearest position down in hours from her or his current regular hours.
- (d) Where an Employee with less than twenty-four (24) months of seniority has her or his 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 the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
 - (e) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the

rate for the classification in which she or he is employed exceeds that of the Employee.”

3. Benefits at the Royal Alexandra Hospital shall move to the Capital Health Authority Regional Benefit Plan as previously discussed by the parties.

4. SERVICE RELOCATION

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

required to undergo such relocation until the decision of the arbitrator or Arbitration Board is issued.

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

ADDENDUM L: LOCAL CONDITIONS APPLICABLE TO CAPITAL HEALTH AUTHORITY (UNIVERSITY OF ALBERTA HOSPITAL) AND THE UNITED NURSES OF ALBERTA, LOCAL #301

WHEREAS it is the desire of the parties to replace, substitute or otherwise amend certain terms and conditions contained in the core of this Collective Agreement; now therefore the parties agree with each other as follows:

1. DUES, DEDUCTIONS AND UNION BUSINESS

- (a) Amend Article 5.04 to read:

“5.04 (a) The Employer shall provide, in a reasonably accessible location, space on four (4) bulletin boards where the Union may be permitted to post notices of meetings and other such notices which may be of reasonable interest to Employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

- (b) Space on bulletin boards shall be located in the University of Alberta Hospitals Site on the ground level, and levels three (3), four (4) and five (5) at locations as agreed to by the Union and the Employer.

- (c) Notwithstanding the above, the Employer shall provide bulletin board space in a reasonably accessible location for Employees who work in locations other than those specified above.”

- (b) Amend Article 5: to add:

“5.08 The Employer shall permit the Local to access and utilize the electronic mail system for communicating notices of meetings and other such notices which may be of reasonable interest to Employees. The Local shall provide copies of notices to the Employer, as the Employer reserves the right to require notices objectionable to the Employer be removed from the electronic mail system.”

2. HOURS OF WORK AND SCHEDULING PROVISIONS

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

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

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule;
- (iii) two thousand twenty-two point seven five (2,022.75) hours per year.

Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Union.”

- (b) Amend Article 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, two (2) rest periods of twenty (20) minutes during each full working shift of seven point seven five (7.75) hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of forty (40) minutes during each full working shift of seven point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
- (iii) include, as scheduled by the Employer, one (1) rest period of twenty (20) minutes during each half shift of not less than four (4) hours; and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.”

- (c) Amend 7.02(f) to read:

“7.02 (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least fifty percent (50%) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.”

(d) Amend 7.02(g) to read:

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

- (i) at least fifteen point five (15.5) hours off duty between shift changes exclusive of overtime (e.g. nights to days, etc.);
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a four (4) week period. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum period of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv) an Employee shall not be scheduled to work more than seven (7) consecutive shifts.”

(e) Amend Article 7 to delete Article 7.02(h).

3. SENIORITY

Amend Article 12.01 to read:

- “12.01 (a) Except as otherwise stated elsewhere in this Collective Agreement, seniority shall mean accumulated paid hours of service on regularly scheduled shifts (excluding overtime hours) in the Hospitals employ commencing from the latest date of employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the date of commencement of employment.”

4. PROMOTIONS, TRANSFERS & VACANCIES

Amend Article 14.04 to read:

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

If all applicants for a vacancy are casual Employees, 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, the position shall be awarded to the Employee who has the

greatest number of accumulated hours of work commencing from the latest date of employment.”

5. LAYOFF AND RECALL

Amend Article 15: Layoff and Recall to read:

- “15.01 (a) In the event of a proposed layoff or elimination of positions, the Employer will advise the Union with as much advance notice as possible, and prior to any Employee being notified. The Employer and the Union **recognize** the value of meeting prior to initiating a layoff process. The purpose of this meeting is to discuss the extent of the planned layoffs, how the layoff process will take place, review the current seniority list, and discuss other relevant factors which the parties agree upon.
- (b) When it becomes necessary to reduce the working force, the Employer will notify the Employees who are to be laid off at least fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the layoff notice 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.
- (c) Where the layoff results from an Act of God, fire or flood, fourteen (14) days notice is not required but pay in lieu thereof shall be paid to affected Employees.
- 15.02 (a) Layoff shall occur in reverse order of seniority.
- (b) Notwithstanding Article 15.02(a) above, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15 would result in retaining Employees who do not have the ability to perform the work.
- 15.03 (a) In the event of a proposed layoff or position elimination, an affected Employee shall, provided the Employee has not less than four thousand forty-five point five (4,045.5) hours (two (2) years) of seniority, have the right to displace an Employee with less than four thousand forty-five point five (4,045.5) hours (two (2) years) seniority, in a position for which the Employee has the ability to do the work, subject to the standard orientation of that Unit/Work Area, or, at their option, take an available vacant position, for which the Employee has the ability to perform the work, subject to the standard orientation of the Unit/Work Area.
- (i) the Employer is responsible for creating vacant positions in reverse order of seniority.
- (b) An Employee exercising their right to displace another Employee, or to take an available vacant position pursuant to Article 15.03(a) shall, within three (3) calendar days of receipt of written or verbal notice from the Employer of the elimination of the Employee’s position or displacement, meet with the Employer and a

representative of the Union, to advise the Employer of their decision to exercise their right pursuant to Article 15.03(a), and to identify the position they have chosen. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived their right to displace another Employee or take an available vacant position, and the Employer shall:

- (i) place the Employee in any available vacant position for which the Employee has the ability to perform the work, subject to the standard orientation of that Unit/Work Area where the work is located, or
 - (ii) in the absence of such a vacancy, effect a layoff by serving notice pursuant to Article 15.01.
- (c) An Employee whose position is eliminated by the Employer, or who is displaced in accordance with this Article, and who has less than four thousand forty-five point five (4,045.5) hours (two (2) years) seniority, shall have an opportunity to choose either an available vacant position, or to be assigned a position by the Employer, for which the Employee has the ability to perform the work, subject to the standard orientation for the Unit/Work Area in which the work is located.
- (i) the Employer is responsible for creating vacant positions in reverse order of seniority.
- (d) If a position in the affected Employee's classification is not available, and the Employee chooses or is reassigned to a lower rated classification, such Employee's rate of pay shall not be negatively affected.
- (i) if a position in the affected Employee's classification is available and the Employee chooses a lower rated classification, the Employee's basic rate of pay will be adjusted immediately to that level in the Salaries Appendix where the Employee would have been positioned had they been retained in the lower rated classification from the commencement of employment.
- 15.04 (a) When increasing the work force, recall shall be carried out in order of seniority, provided the Employee has the ability to perform the work, subject to the standard orientation of the Unit/Work Area in which the work is located. Such recall shall apply only to work periods of fourteen (14) calendar days duration or longer.
- (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 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 their recall status.

- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter, sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible, but not later than five (5) calendar days following the date of the telephone call, or the date the letter was registered.

15.05 No new Employee shall be hired while there are other Employees on layoff as long as the laid off Employees can perform the work required, subject to the standard orientation on the Unit/Work Area where the work is located.

15.06 (a) The Employer shall make a payment for its share of the premium of the applicable benefits referred to in Article 21, on behalf of the laid off Employee, for a maximum of six (6) months.

- (b) Employees laid off for more than six (6) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of any applicable benefit plans referred to in Article 21.

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

- (b) Where an Employee works while on layoff, in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a casual Employee, shall apply.

- (c) 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 of recall.

15.08 The employment of an Employee shall be considered terminated when the Employee does not return from layoff as required, or has been on layoff for a period of twelve (12) months without being recalled."

6. TEMPORARY ASSIGNMENT PAY

Amend Article 16.01(d) to read:

"16.01 (d) Where, as of June 11, 1999 the person in charge of a ward or unit on a specific shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that ward or unit and specific shift will continue to be a Registered Nurse or Registered Psychiatric Nurse."

7. VACATION WITH PAY

(a) Amend Article 17.04(a)(ii) to read:

"17.04 (a) (ii) six percent (6%) in the case of an Employee entitled to fifteen (15) working days (116.25 hours) vacation per annum, or eight percent (8%) in the case of an Employee entitled to twenty (20) working days (155 hours) vacation per annum, ten percent (10%) in the

case of an Employee entitled to twenty-five (25) working days (193.75 hours) vacation per annum, twelve percent (12%) in the case of an Employee entitled to thirty (30) working days (232.50 hours) vacation hours per annum, or fourteen percent (14%) in the case of an Employee entitled to thirty-five (35) working days (271.25 hours) per annum, of the Employee's regular earnings from the first (1st) day of May in each calendar year to the date of termination."

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(b) Amend Article 17 to add 17.06:

"17.06 Employees employed as of March 30, 1999 shall continue to earn vacation in accordance with their current vacation earning rate until the next vacation trigger as referenced in Article 17.02."

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

8. NAMED HOLIDAYS

Amend Article 18: Named Holidays to:

(a) Delete Article 18.02

(b) Add Article 18.07:

"18.07 Named Holiday requests for the Christmas through New Year's period shall be submitted in writing, to the Employer by September 1st of each year.

Confirmation of holiday requests, or substitution, shall be posted by October 1st of each year."

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

9. LEAVES OF ABSENCE

(a) Amend Article 22.02 to read:

"22.02 (a) Bereavement leave with pay of up to five (5) working days shall be granted in the event of death of a member of an Employee's immediate family, i.e.:

spouse (including common-law and/or same sex relationships)

child	daughter-in-law	step-brother
parent	son-in-law	step-parent
brother	father-in-law	step-child
sister	mother-in-law	step-sister
guardian	grandparent	fiance(e)
grandchild		

Bereavement leave may be granted in the event of the death of a person other than those listed above at the discretion of the Employer.

- (b) Such days may be taken during a period of time which is mutually agreed upon between the Employee and her or his Supervisor.
- (c) Bereavement leave may be extended by up to two (2) additional days as may be necessitated by reason of travel to the funeral.
- (d) Bereavement leave may include normal days off, named holidays and/or vacation but no additional payment is due therefor.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(b) Amend Article 22.05 to add 22.05(c):

“22.05 (c) The parties recognize the need for and encourage the pursuit of professional improvement by all Employees. A request for educational leave shall not be unreasonably withheld.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

10. DISCIPLINE, DISMISSAL AND RESIGNATION

Amend Article 23.04 to read:

“23.04 An Employee who has been subject to disciplinary action may after twelve (12) months continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted providing the Employee’s personnel file does not contain any further record of a related disciplinary action, during that twelve (12) month period. The Employer shall confirm in writing to an Employee who requests and who is eligible to have their personnel file cleared, that such action has been effected.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

11. SALARIES

Amend Article 25 to add Article 25.07:

“25.07 Any Employee whose employment has terminated prior to the date of signing this Collective Agreement shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, provided that the Employee submits to the Employer, within ninety (90) calendar days of the said date of signing, a written application for such retroactive salary.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

12. EDUCATION ALLOWANCES

(a) Amend Article 26.03 to read:

“26.03 The premiums for Clinical Courses are cumulative with each other and any other educational premiums provided the courses are applicable to the position held by the Employee. All other educational premiums are not cumulative.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(b) Amend Article 26 to add 26.06:

“26.06 Subject to the limitations of Article 26.02, a Clinical Supervisor shall be paid for both a Clinical Course and the course in Nursing Unit Administration.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

13. PART-TIME, TEMPORARY AND CASUAL

Amend Article 30 to read:

“30.01 Part-time Employees

Except as modified in Article 30.01, all provisions of this Collective Agreement shall apply to part-time Employees.

(a) Hours of Work

Amend Article 7.01(a) to read:

- “(i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than one hundred and fifty-five (155) hours per twenty-eight (28) calendar day period. Such twenty-eight (28) calendar day periods shall be consecutive and non-inclusive.
- (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) A part-time Employee may work shifts in addition to those specified in Article 30.01(a).
- (iv) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee’s regularly scheduled daily hours or pre-agreed length of shift, the Employee shall be paid her or his basic rate for hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.
- (v) Where the Employer requires a part-time Employee to work without having volunteered or agreed to do so or on the Employee’s scheduled day of rest, the Employee shall be paid two times (2X) the applicable basic hourly rate for work performed.
- (vi) A part-time Employee shall be paid at the overtime rate for all hours worked in excess of one hundred and fifty-five (155) hours in a twenty-eight (28) calendar day period.
- (vii) Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Union. A part-time Employee shall be paid at two (2) times the applicable basic rate of pay for all hours worked in excess of regular hours of work on a flexible or modified shift schedule.

Amend Article 7.01(b) to read:

- “7.01 (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of twenty (20) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of forty (40) minutes during each full working shift of seven

point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or

- (iii) include, as scheduled by the Employer, one (1) rest period of twenty (20) minutes during each half shift of not less than four (4) hours; and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(b) Shift Schedules

- (i) Amend 7.02(f) to read:

“7.02 (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least fifty (50) percent of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between 0700 hours and 1500 hour.”

- (ii) Amend Article 7.02(g) to read:

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

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work;

- (iv) designated days of rest to occur on one-half (1/2) of the weekends, averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01(a):7.01(a)(iii). Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;"
 - (iii) Amend Article 7 to delete Article 7.02(h).
 - (iv) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation.
- (c) Increment Accrual
 - (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.
 - (ii) 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 30.01(c)(i).
 - (iii) For part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) Vacation With Pay

(i) Amend Article 17.02 to read:

“17.02 (a) The following hours will be **recognized** for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the basic rate of pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 7.04;
- (iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75);
- (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;
- (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits;
- (vi) regularly scheduled hours during the first twenty four (24) months of any period where the Employee is in receipt of Workers' Compensation benefits.

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

(i) *Staff Nurse and Assistant Head Nurse*

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

Hours specified in 30.01(d)(i): (17.02(a))	X	Applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	---	-----------------------------	---	---

- (a) six percent (6%) during the first (1st) employment year;
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) employment years;
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(ii) *Head Nurse and Instructor*

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

Hours specified in 30.01(d)(i): (17.02(a))	X	Applicable = % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	---	-------------------------------	---	---

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

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
--	---	---	---	--

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).
- (d) Employee with Less than a Year of Service
- An Employee who has less than one (1) year of service prior to the first (1st) day of _____ in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.
- (e) In lieu of vacation with pay, part-time Employees may elect to be paid six (6) percent, eight (8) percent, ten (10) percent, twelve (12) percent or fourteen (14) percent of their regular earnings (whichever is applicable) depending on vacation entitlement. Part-time Employees may elect this option once per year during the month of November.
 - (f) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though her or his employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(ii) 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 30.01(d) will be paid in compliance with Article 17.04(c) and 17.05.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(e) Named Holidays

Amend Article 18 to read:

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

18.02 A part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee’s basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee’s basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

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

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

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

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(f) Sick Leave

Amend Article 19.02 to read:

“19.02 A part-time Employee shall accumulate sick leave benefits up to a maximum credit of one hundred and twenty (120) working days on the basis of one and one half (1 1/2) days per month prorated according to the hours exclusive of overtime hours the Employee works each month in relation to full time hours but not to exceed one and one half (1 1/2) days per month.”

30.02 Temporary Employees

- (a) A temporary Employee shall be covered by the terms of this Collective Agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) 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 letter of hire as specified in Article 14.10 shall also 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 employment pursuant to Article 30.02(b).

30.03 Casual Employees

Except as modified in this Article, all provisions of this Collective Agreement shall apply to 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.

(a) Hours of Work

- (i) No casual Employee shall be scheduled except with the Employee's 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.
- (ii) Where a casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
- (iii) Where a casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (iv) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid four (4) hours' pay at the Employee's basic rate of pay.

- (v) A casual Employee shall be paid at the overtime rate for all hours worked in excess of one hundred and fifty-five (155) hours in a twenty-eight (28) calendar day period.

(b) Increment Accrual

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

(c) Vacation

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) to twenty-fourth (24th) employment years; in lieu of vacations with pay.
- (v) twelve point four percent (12.4%) of their regular earnings during the twenty-fifth (25th) 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.

(d) Named Holidays

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 A casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee's basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee's basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

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

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

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

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

(f) A casual Employee may make application for and, if eligible, be granted benefits under the Alberta Health Care Insurance Plan and the Alberta Blue Cross Supplementary Benefits Plan or equivalent (pursuant to Article 21). The total premium costs shall be paid by the Employee, and shall be paid through a series of six (6) post-dated cheques one (1) month in advance of each six (6) month period of each fiscal year.

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(g) Leaves of Absence

(i) 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 consent of the Employer.

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

(ii) Leave for Court Duty

An Employee required to appear in Court as a witness arising out of her or his employment with the Employer shall be paid at her or his basic rate of pay.

14. PROFESSIONAL RESPONSIBILITY

Amend Article 36 to add Article 36.03:

“36.03 The parties agree to continue a combined Professional Responsibility/Labour Management. The parties acknowledge that Registered Nurses are guided by the CNA Code of Ethics and AARN Practice Standards.”

15. EXTENDED WORKDAY

(a) Amend 37.01(a) to read:

“37.01 (a) The parties will implement a system of an extended work day where mutually agreed, in writing, by the Employer and the Union.

With the exception of the following amendments, when the extended work day is implemented, all other Articles of this collective agreement shall remain in full force and effect.”

(b) Amend Article 37.02 to read:

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

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

(ii) two thousand and twenty-two point seven five (2,022.75) hours per year.

(b) Employees shall not be scheduled to work more than:

(i) four (4) consecutive eleven point seven five (11.75) hours shifts, or

(ii) five (5) consecutive nine point seven five (9.75) hours shifts, except by mutual agreement between the Employer and the Employee

- (iii) a shift shall be classified a day shift if the majority of hours worked on the shift fall between **0700** and **1515** hours.
- (c) Employees who are required to rotate shifts shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shifts as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. . For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between **0700** hours and **1500** hour.
- (d) Regular hours of work shall be deemed
 - (i) to include a twenty (20) minute rest period for each four (4) hours scheduled, two of which may be combined by agreement between the Employer and Employee.
 - (ii) to exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
 - (iii) Where in-hospital time is twelve point two five (12.25) hours as determined by the start and finish of the shift, seven point five (7.5) minutes of unpaid time will be scheduled by the Employer in combination with a meal break or rest period.
 - (iv) Meal periods shall not be scheduled in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”
- (c) Amend Article 37.03 to read:
“Amend Article 8.01(a) to read:
8.01 (a) Overtime is all time **authorized** by the Employer and worked by the Employee in excess of the regular daily hours or on scheduled days of rest.”

(d) Amend Article 37.13 to read:

“Amend Article 30.01(a): 7.01(a)(v) and (vi) to read:

30.01 (a) 7.01 (a) (v) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee’s regularly scheduled daily hours or **pre-agreed** length of shift; the Employee shall be paid her or his basic rate of pay for such hours or, if applicable, two times (2X) the applicable basic hourly rate for those hours worked in excess of the regular daily hours.

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

(e) Amend Article 37.14 to read:

“Amend Article 30.01(e) to read:

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

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

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

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

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

- (f) Amend Article 37.16 to read:

"Amend Article 30.03(d) to read:

Amend Article 18 to read:

18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the 'Floater' holiday.

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

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

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

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

- (g) Amend Article 37.17 to read:

"37.17 A casual Employee who works an extended work day shift shall be paid at the overtime rate for time worked in excess of seven

point seven five (7.75) hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day shift and who is absent for any reason; in which case, two times (2X) the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours.”

16. EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

Amend Article 42 to read:

“42.01 The Employee’s portion of all monies from Employment Insurance Commission Premium Reductions in respect to Employees shall be placed in an interest-bearing trust account jointly administered by the Employer and the Union.

42.02 The Parties hereby agree that a mechanism established to transfer those monies from the Employment Insurance Premium Reductions in respect to Employees covered by this Collective Agreement to an interest bearing trust account administered by the Union will be continued.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

17. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

Add Article 44:

“44.01 The Employer shall supply and maintain (launder and/or repair) without charge such clothing and equipment which the Employer requires an Employee to wear in the course of duty. The clothing and equipment referred to in this Article shall remain the property of the Employer.”

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

18. PATIENT CARE COORDINATORS

Prepaid Health Benefits

Article 21 of the Collective Agreement shall apply except that the benefits identified in Article 21 shall be those that were applicable to the Employees immediately prior to their inclusion in the bargaining unit.

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

19. NEPHROLOGY NURSE CLINICIAN

Prepaid Health Benefits

Article 21 of the Collective Agreement shall apply except that the benefits identified in Article 21 shall be those that were applicable to the Employees immediately prior to their inclusion in the bargaining unit.

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

20. DEFERRED SALARY LEAVE

The Parties hereby agree that the Deferred Salary Leave Plan currently in place will continue during the life of this Collective Agreement.

**21. TRANSPLANT PROGRAM – CHANGES TO TERMS AND CONDITIONS
DONOR/RECIPIENT COORDINATORS**

Article 21: Prepaid Health Benefits shall apply to all coordinators except that those individuals who presently enjoy a better provision(s) shall have the better provision(s) continue unless the parties agree otherwise.

22. SALARY APPENDIX

Amend the Salary Appendix to add:

Salary Appendix

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Clinical Supervisor/ Patient Care Coordinator Donor/Recipient Coordinator									
Current		23.85	24.71	25.61	26.45	27.35	28.25	29.09	
Adjustment Reference	23.85	24.71	25.61	26.45	27.35	28.25	29.09	29.96	
April 1, 2001	25.04	25.95	26.89	27.77	28.72	29.66	30.54	31.46	
August 1, 2001	26.29	27.24	28.24	29.16	30.15	31.15	32.07	33.03	
April 1, 2002	27.35	28.32	29.36	30.33	31.36	32.39	33.35	34.35	
April 1, 2002									35.56
Nephrology Nurse Clinician									
Current		23.81	24.67	25.56	26.41	27.31	28.20	29.05	
Adjustment Reference	23.81	24.67	25.56	26.41	27.31	28.20	29.05	29.92	
April 1, 2001	25.00	25.90	26.84	27.73	28.68	29.61	30.50	31.42	
August 1, 2001	26.25	27.20	28.18	29.12	30.11	31.09	32.03	32.99	
April 1, 2002	27.30	28.29	29.31	30.28	31.31	32.33	33.31	34.31	
April 1, 2002									35.52

This Local Condition shall expire on the last effective date of this Collective Agreement (the day before the date that a new Collective Agreement comes into force and effect).

CARITAS HEALTH GROUP

ADDENDUM M: LOCAL CONDITIONS APPLICABLE TO THE CARITAS HEALTH GROUP (EDMONTON GENERAL CONTINUING CARE CENTRE/GREY NUNS COMMUNITY HOSPITAL AND HEALTH CENTRE) AND UNITED NURSES OF ALBERTA, LOCAL #79

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

NOW THEREFORE the parties agree with each other as follows:

1. COMMUNITY NURSES

(a) Article 2: Definitions

Amend to include:

“2.15 “Community Nurse” means a person covered by this Collective Agreement and employed by this Employer, whose prime responsibilities are:

- (a) patient and family assessment;
- (b) liaison between the hospital and the community;
- (c) resource co-ordination;
- (d) education in the community;
- (e) public relations in the community.”

(b) Article 7: Hours of Work and Scheduling Provisions

“7.01 It is understood and agreed between the parties that the hours of work shall be flexible. In accordance with the foregoing the following shall apply:

- (a) hours of work shall be seven point seven five (7.75) hours per day or thirty-six point eight one (36.81) hours per week averaged over one four (4) week cycle of the shift schedule.
- (b) normal daily hours of work shall fall within the period zero seven thirty (0730) to eighteen hundred (1800) hours.
- (c) normal daily hours of work shall:
 - (i) include two (2) rest periods of fifteen (15) minutes;
or

- (ii) should the hours in a day be less than seven point seven five (7.75) hours but not less than four (4) hours, include a single rest period of fifteen (15) minutes; or
- (iii) include one (1) rest period of thirty (30) minutes during each full working day if this is more compatible with the needs of the clients and/or their families;
- (d) normal daily hours shall exclude a meal period of thirty (30) minutes during each working day on which the Employee works in excess of four (4) hours.

7.02 If an Employee is recalled to duty during her or his meal period, the Employee shall be given the time not so taken later in the day.

7.03 Community Nurses shall be entitled to two (2) consecutive days of rest per week, which days shall normally be Saturday and the following Sunday, assuring a minimum period of fifty-six (56) hours off duty. It is understood and agreed that the use of the word "normally" shall mean "usually" or "typically" and shall not prevent, should the need arise, the scheduling of part-time Employees to work weekends nor the rescheduling of full-time Employees to work Saturdays and/or Sundays. In the case of full-time Employees such scheduling, if required, shall ensure that Community Nurses receive two (2) consecutive alternate days of rest during the period from Monday to Friday and shall ensure days of rest on at least one-half (1/2) of the weekends averaged over one four (4) week cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.

7.04 Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuming a minimum of seventy-nine point seven five (79.75) hours off duty. "

(c) Article 8: Overtime

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

8.02 The overtime rate of two times (2X) the applicable hourly rate shall be paid to Community Nurses for work performed in excess of thirty-six point eight one (36.81) hours in a week averaged over one four (4) week cycle of the shift schedule.”

(d) Article 10: Transportation

Amend to include:

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

- (a) one hundred and twenty dollars (\$120.00) per month for the first four hundred (400) kilometers driven;
- (b) thereafter at thirty cents (30¢) per kilometer.

(e) Article 17: Vacations With Pay

Amend to include:

“17.02 (e) Community Nurse

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

(f) Expense Payments

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

(g) Salaries Appendix

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

**ADDENDUM N: LOCAL CONDITIONS APPLICABLE TO CARITAS
HEALTH GROUP (MISERICORDIA COMMUNITY HOSPITAL
AND HEALTH CENTRE) AND THE UNITED NURSES OF
ALBERTA, LOCAL #11**

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

NOW THEREFORE the parties agree with each other as follows:

EXTENDED WORK DAY

(a) Amend Article 37.02(A) to read:

“Amend Article 7.01(a) to read:

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

- (i) be a consecutive time period of eleven point two five **(11.25)** hours per day;
- (ii) be thirty-seven point five **(37.5)** hours per week averaged over one **(1)** complete cycle of the shift schedule;
- (iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve point two five **(12.25)** hours per day, as determined by the start and finish times of the shift.”

(b) Amend Article 37.02(B) to read:

“Amend Article 7.01(b) to read:

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

- (i) include as scheduled by the Employer, three **(3)** rest periods of fifteen **(15)** minutes during each full working shift; and
- (ii) exclude, as scheduled by the Employer, two **(2)** meal periods of thirty **(30)** minutes each. Two **(2)** or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- (iii) except that such meal period shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

(c) Amend Article 37.02(D) to read:

“Amend Article 30.01(a): 7.01(a)(i) to read:

7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-seven point five (37.5) hours per week averaged over one (1) complete cycle of the shift schedule.”

(d) Amend Article 37.14 to read:

“Amend Article 30.01(e) to read:

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

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

(e) Amend Article 37.16 to read:

“Amend Article 30.03(d) to read:

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

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

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

BRIDGING AND CONSOLIDATION AGREEMENTS APPLICABLE TO CAPITAL HEALTH AUTHORITY AND **CARITAS** HEALTH GROUP

ADDENDUM O: LOCAL CONDITION APPLICABLE TO CAPITAL HEALTH AUTHORITY (CHA) (ROYAL ALEXANDRA HOSPITAL, GLENROSE REHABILITATION HOSPITAL, UNIVERSITY OF ALBERTA HOSPITAL, SURGEON COMMUNITY HOSPITAL AND HEALTH CENTRE, LEDUC COMMUNITY HOSPITAL AND HEALTH CENTRE AND COMMUNITY CARE PUBLIC HEALTH SERVICES) AND THE UNITED NURSES OF ALBERTA, LOCAL #33, LOCAL #32, LOCAL #301, LOCAL #85, LOCAL #62 AND LOCAL #196

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

NOW THEREFORE the parties agree to add the following provisions:

1. TRANSFER(S) OF PROGRAMS

- (a) Transfers of programs between different bargaining units shall be dealt with in accordance with the Letter of Understanding **Re: Transfer of Programs**.
- (b) Notwithstanding clause (a) above, if there are not sufficient volunteers to transfer with the program to ensure its viability, **CHA** may require Employees to temporarily transfer to available positions in the other bargaining unit beginning with the least senior Employees affected by the transfer, subject to their ability to do the work, for a period of up to six (6) months. Upon conclusion of the temporary transfer, Employees shall revert to their former bargaining unit, and shall retain accrued rights to exercise severance or displacement options.

2. EMPLOYEES WORKING ON OTHER SITES: SHARING OF EXPERTISE, EDUCATION, OR MAINTENANCE OF SKILLS

- (a) Skill Maintenance

Employees from any site may be assigned to work at any site for the purpose of skill maintenance. The known skill maintenance areas include:

high risk labour and delivery
neurosurgery
dialysis
IV therapy
critical care units
emergency
surgical suites
ECMO

Other areas may be added to this list with agreement of the parties, such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism contained within this Addendum.

The Employer shall **endeavor** to offer staff in similar circumstances similar opportunities to attend other sites for skill maintenance. Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with union agreement.

Employees shall only be required to be assigned to another site for skill maintenance if the skill maintenance can not be provided at the Employee's home site.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across sites on an ongoing basis or solely for operational convenience.

(b) Education

The Employer may assign Employees to work at more than one site for the purposes of providing and receiving education.

Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

(c) Meetings

Employees are permitted to attend meetings at another site.

(d) **Specialized Service Areas**

The Employer may designate certain Employees to provide specific **specialized** services at any site within the Capital Health Authority boundaries. The specific services shall include:

(i) **ECMO,**

(ii) **NICU and PICU transport teams,**

(iii) **HOPE team,**

(iv) **Cardiac catheterization,**

(v) **Home Parenteral therapy, Mental Health Home Support, Mental Health Response and Child Mental Health Assessment Teams,**

(vi) **other special skills found only at another site, for example, a patient with a head injury who has an obstetrical need; a bum patient.**

This list may be amended with agreement of the parties. Such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism within this Addendum.

(e) Conditions

For Employees assigned to work at another site, the following conditions shall apply:

- (i) Twelve (12) weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union. The twelve (12) week notice period may be waived if there is agreement between the Union and the Employer.
- (ii) During the period of such assignment, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement;
- (iii) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or **CHA** Travel Reimbursement Policy.
- (iv) An Employee working at another site shall receive a reasonable period of orientation to the other site.

(f) No Layoffs

There shall be no layoffs as a result of an Employee working at more than one site.

3. **CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY SITE**

- (a) Employees from any site may be assigned to work at any site for the purpose of providing assistance in emergency situations. No Employees will be assigned to another site unless it has been assessed to be a **recognized** critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to **mobilize** the appropriate, available resources to address and resolve the issues before activating these provisions.
- (b) During the period of the assignment to a different site, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
- (c) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation and costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or **CHA** Travel Reimbursement Policy.
- (d) The Employer shall notify the Union forthwith whenever this provision is invoked. The Employer agrees to disclose relevant information.
- (e) There shall be no layoffs as a result of an Employee working at more than one site.

- (f) Any Employee working at another site in Addendum shall receive a reasonable period of orientation to the other site.

4. MULTI-SITE POSITIONS

- (a) The Employer shall **endeavor to minimize** the number of multi-site positions. If the Employer desires to create multi-site positions, such positions may only be created when operational requirements make this necessary. Multi-site positions shall be defined as positions whose duties involve regularly, on a non-emergent basis, working at other sites. For the purposes of Hours of Work/Shift Schedules Articles, an Employee's schedule shall include site.
- (b) Multi-site positions shall be posted at all sites and all Employees at the other sites shall be treated as internal candidates. In filling multi-site positions, 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.
- (c) Each multi-site position shall have a home site. The Employee shall be covered by the Collective Agreement in place at the Employee's home site and the Employee shall be a member of the bargaining unit at the home site.
- (d) Multi-site positions will be placed in an appropriate, existing classification, in accordance with duties.
- (e) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in **traveling** between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CHA Travel Reimbursement Policy.
- (f) Clause 3 above shall not apply to Employees occupying multi-site positions.

5. RENOVATIONS

In the event that restructuring of premises requires a temporary transfer of a unit, the following procedure shall be followed:

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.

- (b) Employees who receive notice of position elimination as per (a)(ii) shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is a permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily; the Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending site's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall, (except for day to day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending site who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or retraining as necessary.

6. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another site provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights at that other site; and
 - (iii) the Employer has been unable to fill the position through any recall or modified recall provisions which exist.
- (b) Recalls to other sites shall be in order of seniority. If an Employee accepts recall to another site, the Employee shall transfer her or his seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlement in effect at the receiving site.
- (c) An Employee shall have the right to refuse recall to another site without adversely affecting her or his recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to another site,

in respect of recall to an assignment of fourteen (14) calendar days or more, then the senior Employee on the recall lists at the other sites shall be provided another notice of recall, and if the Employee refuses the recall to the other site, the Employee shall retain her or his recall status at the Employee's home site, but shall be deemed to have forfeited her or his right of recall to other sites under this provision.

7. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains at another site after the provisions of the promotions, transfer and vacancy article have been implemented, Employees from other sites have the right to apply for the vacancy at the other site. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer her or his accrued seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site.
- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) In the event the successful candidate for a regular position holds employment status both internal to the bargaining unit where the vacancy exists as well as within another bargaining unit covered by this Addendum, such Employee shall have the option of being enrolled in the new regular position as either an internal or external candidate in accordance with the following:
 - (i) An applicant electing to be enrolled as an internal candidate will be enrolled pursuant to the Collective Agreement applicable to the new regular position.
 - (ii) An applicant electing to be enrolled as an external candidate will be enrolled pursuant to the terms and conditions of this Addendum. Should such applicant hold more than one external employment status, she or he shall elect only one such position for the purpose of determining **enrollment**. In either case, the Employee must resign from his or her external position prior to commencement in the new regular position.
- (d) The Employer may choose to recruit to a position **utilizing** a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

8. RECEIVING CLAUSE

This Addendum shall apply to the Royal Alexandra Hospital, **Glenrose** Rehabilitation Hospital, University of Alberta Hospital, Sturgeon Community Hospital and Health Centre, and **Leduc** Community Hospital and Health Centre of the Capital Health Authority. With the consent of all parties, additional Employers,

bargaining agents and bargaining units may be added to this Agreement, or parts of this Agreement.

9. DISPUTE RESOLUTION MECHANISM

- (a) This Addendum shall form part of the Collective Agreement and shall remain in force subject to negotiation and renewal by the parties.
- (b) If any party wishes to amend, delete, or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend, delete or renew the Addendum and they are unable to reach agreement, such dispute may be resolved in the same manner as a Collective Bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.
- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.

10. SENIORITY CALCULATION

Employees who transfer from one bargaining unit to another bargaining unit in accordance with the above provisions shall be given a seniority date as follows:

- (a) Where both bargaining units calculate seniority based on hours worked, or both bargaining units calculate seniority based on date of hire, the Employee's seniority shall not be altered.
- (b) Where the sending bargaining unit calculates seniority based on date of hire and the receiving bargaining unit calculates seniority based on hours worked, the Employee shall be given seniority equivalent to the hours worked at the sending bargaining unit (time spent on vacation, sick leave, STD, LTD, WCB, union leave, education leave, parental leave and any other leave of less than thirty (30) days, shall be considered hours worked).

Full-time Employees shall be considered to have worked two thousand and twenty-two point seven five (2,022.75) hours per year.

- (c) Where the sending bargaining unit calculates seniority based on hours worked and the receiving bargaining unit calculates seniority based on date of hire, the Employee shall be given a seniority date equivalent to their date of hire at the sending bargaining unit.

Thereafter, seniority shall accrue in accordance with the applicable Collective Agreement.

The Parties **recognize** and agree that (b) above is subject to establishing administrative feasibility, and ability to verify through employment records.

11. TRANSFER OF SENIORITY

- (a) In keeping with the provisions of Section 6 (Recall) and Section 7 (Promotions, Transfers and Vacancies) above, an Employee's seniority hours, seniority date or date of hire shall not be transferred to the receiving bargaining unit unless the Employee provides notice of employment termination at the Employee's previous bargaining unit prior to the commencement of employment in the receiving bargaining unit. An Employee who elects to terminate employment pursuant to this provision shall have the right to immediately be **re-employed** in the previous bargaining unit as a Casual Employee, but shall receive a new date of hire.
- (b) In the event that an Employee transfers her or his seniority or date of hire to a bargaining unit where the Employee already has a seniority date or date of hire, the Employee's seniority hours converted in accordance with (c) below, seniority date or date of hire shall be the earlier of the two dates. In the event that an Employee transfers her or his seniority to a bargaining unit where she or he already has seniority hours, her or his seniority hours shall be calculated by adding the hours worked at each bargaining unit, to a maximum of that which could be achieved by a full-time Employee.
- (c) For the purpose of comparing seniority hours, seniority date or date of hire pursuant to Section (b) above, should an Employee transfer to, or from, a bargaining unit where seniority is based on hours worked, the transferring seniority hours, seniority date or date of hire shall be converted in accordance with the SENIORITY CALCULATION provisions of this Addendum.

ADDENDUM P: LOCAL CONDITION APPLICABLE TO CARITAS HEALTH GROUP (CHG) (MISERICORDIA COMMUNITY HOSPITAL AND HEALTH CENTRE, EDMONTON GENERAL CONTINUING CARE CENTRE/GREY NUNS COMMUNITY HOSPITAL AND HEALTH CENTRE) AND THE UNITED NURSES OF ALBERTA, LOCALS #11 AND #79

WHEREAS it is the desire of the parties to amend certain terms and conditions contained in their core Collective Agreements;

NOW THEREFORE the parties agree to add the following provisions:

"Bargaining Unit" shall mean United Nurses of Alberta, Local #11 or United Nurses of Alberta, Local #79.

1. TRANSFER(S) OF PROGRAMS

- (a) Transfers of programs between different bargaining units shall be dealt with in accordance with the Letter of Understanding **re: Transfer of Programs**.
- (b) Notwithstanding clause (a) above, if there are not sufficient volunteers to transfer with the program to ensure its viability, **Caritas Health Group (CHG)** may require Employees to temporarily transfer to available positions in the other bargaining unit beginning with the least senior Employees affected by the transfer, subject to their ability to do the work, for a period

of up to six (6) months. Upon conclusion of the temporary transfer, Employees shall revert to their former bargaining unit, and shall retain accrued rights to exercise severance or displacement options.

2. EMPLOYEES WORKING IN **OTHER** BARGAINING UNITS

Sharing of Expertise, Education or Maintenance of Skills

(a) Skill Maintenance

If the Employer believes that the maintenance of skills is required and such requires an Employee within one (1) bargaining unit to attend at another bargaining unit to obtain the skills, the parties may agree on skill maintenance areas, such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism contained within this Addendum.

If areas of skill maintenance are agreed upon, the Employer shall **endeavor** to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

Employees shall only be required to be assigned to another bargaining unit for skill maintenance if the skill maintenance can not be provided within the Employee's home bargaining unit.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across bargaining units on an ongoing basis or solely for operational convenience.

(b) Education

The Employer may assign Employees to work in more than one (1) bargaining unit for the purposes of providing and receiving education (inclusive of related practical experience with and without direct supervision).

Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across bargaining units on an ongoing basis or solely for operational convenience.

(c) Meetings

Employees are permitted to attend meetings at another site not represented by their bargaining unit.

(d) **Specialized** Service Areas

The Employer may designate certain Employees to provide specific **specialized** services within any bargaining unit within **CHG** with the

agreement of the **UNA** Locals, such agreement not to be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism within this Addendum.

(e) Special Procedures

The Employer may designate an Employee to participate in the provision of special procedures (within any bargaining unit) when accompanying an unstable patient, or patient who is reasonably likely to become unstable, to an alternate site for the specific purpose of such procedure. The nurse shall receive adequate and reasonable orientation.

(f) Conditions

For Employees assigned to work in another bargaining unit, the following conditions shall apply:

- (i) Twelve **(12)** weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union. The twelve **(12)** week notice period may be waived if there is agreement between the Union and the Employer.
- (ii) During the period of such assignments, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
- (iii) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or **CHG** Travel Reimbursement Policy.
- (iv) An Employee working within another bargaining unit shall receive a reasonable period of orientation to the other site.

(g) No Layoffs

There shall be no layoffs as a result of an Employee working within more than one **(1)** bargaining unit.

3. CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY BARGAINING UNIT

- (a) Employees from any bargaining unit may be assigned to work in any other bargaining unit for the purpose of providing assistance in emergency situations. No Employees will be assigned to another bargaining unit unless it has been assessed to be a **recognized** critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to **mobilize** the appropriate, available resources to address and resolve the issues before activating these provisions.

- (b) During the period of the assignment to a different bargaining unit, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
- (c) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation and costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CHG Travel Reimbursement Policy.
- (d) The Employer shall notify the Union forthwith whenever this provision is invoked. The Employer agrees to disclose relevant information.
- (e) There shall be no layoffs as a result of an Employee working in more than one (1) bargaining unit.
- (f) Any Employee working within another bargaining unit in this Addendum shall receive a reasonable period of orientation to the other site.

4. MULTI-BARGAINING UNIT POSITIONS

- (a) The Employer shall **endeavor** to **minimize** the number of multi-bargaining unit positions. If the Employer desires to create multi-bargaining unit positions, such positions may only be created when operational requirements make this necessary. Multi-bargaining unit positions shall be defined as positions whose duties involve regularly, on a non-emergent basis, working at other sites. For the purposes of Hours of Work/Shift Schedules Articles, an Employee's schedule shall include bargaining unit.
- (b) Multi-bargaining unit positions shall be posted at all sites and all Employees in the other bargaining unit shall be treated as internal candidates. In filling multi-bargaining unit positions, 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.
- (c) Each multi-bargaining unit position shall have a home bargaining unit. The Employee shall be covered by the Collective Agreement in place at her or his home bargaining unit and the Employee shall be a member of such bargaining unit.
- (d) Multi-bargaining unit positions will be placed in an appropriate, existing classification, in accordance with duties.
- (e) The Employer shall reimburse the Employee for all reasonably necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CHG Travel Reimbursement Policy.
- (f) Clause 3 above shall not apply to Employees occupying multi-bargaining unit positions.

5. RENOVATIONS

In the event that restructuring of premises requires a temporary transfer of a unit to a site represented by another bargaining unit, the following procedure shall be followed:

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily, the Employer shall have the right to create and fill equivalent positions in the receiving bargaining unit in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall (except for day-to-day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving bargaining unit may be integrated into the operations and rotations of the receiving bargaining unit.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any **re-orientation** or re-training as necessary.

6. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains in another bargaining unit after the provisions of the Promotions, Transfer and Vacancy article have been implemented, Employees from the other bargaining unit have the right to apply for the vacancy in the other bargaining unit. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer her or his accrued seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to the Promotions, Transfers and vacancies provision of the receiving Collective Agreement.
- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) In the event the successful candidate for a regular position holds employment status both internal to the bargaining unit where the vacancy exists as well as within another bargaining unit covered by this Addendum, such Employee shall have the option of being enrolled in the new regular position as either an internal or external candidate in accordance with the following:
 - (i) An applicant electing to be enrolled as an internal candidate will be enrolled pursuant to the Collective Agreement applicable to the new regular position.
 - (ii) An applicant electing to be enrolled as an external candidate will be enrolled pursuant to the terms and conditions of this Addendum. Should such applicant hold more than one external employment status, she or he shall elect only one such position for the purpose of determining **enrollment**. In either case, the Employee must resign from his or her external position prior to commencement in the new regular position.
- (d) The Employer may choose to recruit to a position **utilizing** a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

7. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another bargaining unit provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights in the other bargaining unit; and
 - (iii) the Employer has been unable to fill the position through any **recall** or modified recall provisions which exist.

- (b) Recalls to another bargaining unit shall be in order of seniority. If an Employee accepts recall to another bargaining unit, the Employee shall transfer her or his seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit.
- (c) An Employee shall have the right to refuse recall to another bargaining unit without adversely affecting her or his recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to another bargaining unit, in respect of recall to an assignment of fourteen (14) calendar days or more, then the senior Employee on the recall lists at the other bargaining unit shall be provided another notice of recall, and if the Employee refuses the recall to the other bargaining unit, the Employee shall retain her or his recall status at the Employee's home bargaining unit, but shall be deemed to have forfeited her or his right of recall to another bargaining unit under this provision.

8. RECEIVING CLAUSE

This Addendum shall apply to the **Misericordia** Community Hospital and Health Centre, Edmonton General Continuing Care Centre/Grey Nuns Community Hospital and Health Centre of the **Caritas** Health Group. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

9. DISPUTE RESOLUTION MECHANISM

- (a) This Addendum shall form part of the Collective Agreement and shall remain in force subject to negotiation and renewal by the parties.
- (b) If any party wishes to amend, delete, or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend, delete or renew this Addendum and they are unable to reach agreement, such dispute may be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.
- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (e) In addition, the parties agree to meet at such other time as the parties agree upon, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.

- (f) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from **CHG** and Unions, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

10. TRANSFER OF SENIORITY

- (a) In keeping with the provisions of Section 6 (Promotions and Transfers) and Section 7 (Recall) above, an Employee's seniority date or date of hire shall not be transferred to the receiving bargaining unit unless the Employee provides notice of employment termination at her or his previous bargaining unit prior to commencement of the employment in the receiving bargaining unit. An Employee who elects to terminate employment pursuant to this provision shall have the right to immediately be **re-employed** in the previous bargaining unit as a Casual Employee, but shall receive a new date of hire.
- (b) In the event that an Employee transfers her or his seniority date or date of hire to the receiving bargaining unit where the Employee already has a seniority date or date of hire, the Employee's seniority date or date of hire shall be that one of the two which is most advantageous to the Employee.

ADDENDUM Q: BRIDGING AGREEMENT APPLICABLE TO THE FOLLOWING PARTIES: CAPITAL HEALTH AUTHORITY (CHA) (UNIVERSITY OF ALBERTA HOSPITAL, ROYAL ALEXANDRA HOSPITAL, GLENROSE REHABILITATION HOSPITAL, STURGEON COMMUNITY HOSPITAL AND HEALTH CENTRE, LEDUC COMMUNITY HOSPITAL AND HEALTH CENTRE AND COMMUNITY CARE PUBLIC HEALTH SERVICES) AND CARITAS HEALTH GROUP (CHG) (MISERICORDIA COMMUNITY HOSPITAL & HEALTH CENTRE, GREY NUNS COMMUNITY HOSPITAL & HEALTH CENTRE AND EDMONTON GENERAL CONTINUING CARE CENTRE) AND UNITED NURSES OF ALBERTA, LOCAL #301, LOCAL #33, LOCAL #32, LOCAL #85, LOCAL #62, LOCAL #11, LOCAL #79, AND LOCAL #196

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

NOW THEREFORE the parties agree to add the following provisions:

1. TERM OF ADDENDUM

- (a) This Addendum shall form part of the Collective Agreement currently in effect between the parties. Notwithstanding the preceding, any party to this Addendum may terminate the Addendum by providing at least twelve (12) weeks written notice to the other parties.
- (b) If any party wishes to amend or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who

ate signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.

- (c) If any party wishes to amend or renew the Addendum and they are unable to reach agreement, such dispute may, subject to l(a) above, be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.

2. APPLICATION

- (a) In the event of a conflict between the terms of this inter-Employer Addendum and provisions contained in related **intra-Employer** Addenda, the provisions of the **intra-Employer** Addenda shall prevail.
- (b) In the event of a conflict between the terms of this Addendum and terms of the Collective Agreement which are not addressed in related **intra-Employer** Addenda, the terms of this Addendum shall prevail.
- (c) Notwithstanding anything in this Addendum or the operation of this Addendum, the parties agree that nothing contained in this Addendum, nor the operation of the provisions of this Addendum, may be relied upon by any of the parties in any common Employer application.

3. TRANSFER(S) OF PROGRAMS

- (a) Transfers of programs between different bargaining units shall be dealt with in accordance with the Letter of Understanding **re: Transfer of Programs**.
- (b) Notwithstanding clause (a) above, if there are not sufficient volunteers to transfer with the program to ensure its viability, the Employer concerned may require Employees to temporarily transfer to available positions in the other bargaining unit beginning with the least senior Employees affected by the transfer, subject to their ability to do the work, for a period of up to six (6) months. Upon conclusion of the temporary transfer, Employees shall revert to their former bargaining unit, and shall retain accrued rights to exercise severance or displacement options.

4. EMPLOYEES WORKING IN OTHER SITES

Sharing of Expertise, Education, or Maintenance of Skills

- (a) Skill Maintenance

Employees from any bargaining unit may be assigned to work within any bargaining unit for the purpose of skill maintenance. The known skill maintenance areas include:

-  
- emergency

Other areas may be added to this list with agreement of the parties, such agreement shall not be unreasonably withheld. If such agreement is not reached, the parties may invoke the dispute resolution mechanism contained within this Addendum.

The Employer(s) shall **endeavor** to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

Employees shall only be required to be assigned to another bargaining unit for skill maintenance if the skill maintenance can not be provided at the Employee's home bargaining unit.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across bargaining units on an ongoing basis or solely for operational convenience.

(b) Education

The Employer(s) may assign Employees to work in more than one (1) bargaining unit for the purposes of providing and receiving education, inclusive of related practical experience with and without direct supervision.

Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

(c) Meetings

Employees are permitted to attend meetings at another site not represented by their bargaining unit.

(d) **Specialized Service Areas**

The Employer(s) may designate certain Employees to provide specific **specialized** services within any bargaining unit within the Capital Health Authority boundaries. The specific services shall include:

(i) **ECMO,**

(ii) **NICU and PICU transport teams,**

(iii) **HOPE team,**

(iv) **Cardiac catheterization,**

(v) **Home Parenteral therapy, Mental Health Home Support, Mental Health Response and Child Mental Health Assessment Teams,**

(vi) **other special skills found only at another site, for example, a patient with a head injury who has an obstetrical need; a bum patient.**

This list may be amended with agreement of the parties, such agreement shall not be unreasonably withheld. If such agreement is not reached, the

parties may invoke the dispute resolution mechanism within this Addendum.

The Employer(s) may designate an Employee to participate in the provision of special procedures (within any bargaining unit) when accompanying an unstable patient, or a patient who is reasonably likely to become unstable, to an alternate site for the specific purpose of such procedure. The Employee shall receive adequate and reasonable orientation.

(e) Conditions

For Employees assigned to work within another bargaining unit, the following conditions shall apply:

- (i) Twelve (12) weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union. The twelve (12) week notice period may be waived if there is agreement between the Union and the Employer concerned.
- (ii) During the period of such assignment, the Employee shall continue to be a member of the Employee's home bargaining unit and covered by the applicable Collective Agreement.
- (iii) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.
- (iv) An Employee working at another site shall receive a reasonable period of orientation to the other site.

(f) No Layoffs

There shall be no layoffs as a result of an Employee working within more than one (1) bargaining unit.

5. CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY SITE

- (a) Employees from any bargaining unit may be assigned to work at any other bargaining unit for the purpose of providing assistance in emergency situations. No Employees will be assigned to another bargaining unit unless it has been assessed to be a **recognized** critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to **mobilize** the appropriate, available resources to address and resolve the issues before activating these provisions.
- (b) During the period of the assignment to a different bargaining unit, the Employee shall continue to be a member of her or his home bargaining unit and covered by that Collective Agreement.

- (c) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation and costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.
- (d) The Employer shall notify the Union forthwith whenever this provision is invoked. The Employer(s) agrees to disclose relevant information.
- (e) There shall be no layoffs as a result of an Employee working in more than one (1) bargaining unit.
- (f) Any Employee working within another bargaining unit in this Addendum shall receive a reasonable period of orientation to the other site.

6. RENOVATIONS

In the event that restructuring of premises requires a temporary transfer of a unit between Employers, the following procedure shall be followed:

- (a) The decisions regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply between the Employers.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) above, shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is a permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily, the sending Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall continue to be treated as Employees under their current Certificate and Collective Agreement.

- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any **re-orientation** or **re-training** as necessary.

7. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another Employer provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights at that other Employer; and
 - (iii) the receiving Employer has been unable to fill the position through any recall or modified recall provisions which exist.
- (b) Recalls to another Employer shall be in order of seniority. If an Employee accepts recall to another Employer, the Employee shall transfer her or his seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit.
- (c) An Employee shall have the right to refuse recall to another Employer without adversely affecting the Employee's site, Employer wide or **inter-Employer** recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are, no other eligible Employees who accept a notice of recall to the other Employer, in respect of **recall** to an assignment of fourteen (14) calendar days or more, then the senior Employee on the recall lists at the other Employer shall be provided another notice of recall, and if she or he refuses the recall to the other Employer, the Employee shall retain her or his recall status at the Employee's site and with the Employee's Employer, but shall be deemed to have forfeited her or his right of recall to another Employer under this provision.

8. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains at another Employer after the provisions of the Promotions, Transfer and Vacancy article (and any related Addenda) have been implemented, Employees from the other Employer have the right to apply for the vacancy at the other Employer. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer her or his

accrued seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to the Promotions, Transfers and Vacancies provision of the receiving Collective Agreement.

- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) In the event the successful candidate for a regular position holds employment status both internal to the bargaining unit where the vacancy exists as well as within another bargaining unit covered by this Addendum, such Employee shall have the option of being enrolled in the new regular position as either an internal or external candidate in accordance with the following:
 - (i) An applicant electing to be enrolled as an internal candidate will be enrolled pursuant to the Collective Agreement applicable to the new regular position.
 - (ii) An applicant electing to be enrolled as an external candidate will be enrolled pursuant to the terms and conditions of this Addendum. Should such applicant hold more than one external employment status, she or he shall elect only one (1) such position for the purpose of determining **enrollment**. In either case, the Employee must resign from his or her external position prior to commencement in the new regular position.
- (d) The Employer may choose to recruit to a position **utilizing** a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

9. RECEIVING CLAUSE

This Addendum shall apply to the University of Alberta Hospital, Royal Alexandra Hospital, **Glenrose** Rehabilitation Hospital, Sturgeon Community Hospital and Health Centre, and **Leduc** Community Hospital and Health Centre of the Capital Health Authority AND the **Misericordia** Community Hospital & Health Centre, Grey Nuns Community Hospital & Health Centre and Edmonton General Continuing Care Centre of the **Caritas** Health Group. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

10. DISPUTE RESOLUTION MECHANISM

- (a) If a grievance is filed regarding this Addendum notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (b) In addition, the parties agree to meet as may be deemed necessary, by either party, to review issues pertaining to disputes/grievances being advanced by

more than one (1) bargaining unit in relation to a particular Employer decision.

- (c) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employers and Unions, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

11. TRANSFER OF SENIORITY

- (a) In keeping with the provisions of Section 7 (Recall) and Section 8 (Promotions, Transfers and Vacancies) above, an Employee's seniority hours, seniority date or date of hire shall not be transferred to the receiving bargaining unit unless the Employee provides notice of employment termination at her or his previous bargaining unit prior to commencement of employment in the receiving bargaining unit. An Employee who elects to terminate employment pursuant to this provision shall have the right to immediately be **re-employed** in the previous bargaining unit as a casual Employee, but shall receive a new date of hire.
- (b) In the event that an Employee transfers her or his seniority or date of hire to a bargaining unit where the Employee already has a seniority date or date of hire, the Employee's seniority hours (converted in accordance with [c] below), seniority date or date of hire shall be the earlier of the two (2) dates. In the event that an Employee transfers her or his seniority to a bargaining unit where the Employee already has seniority hours, the Employee's seniority hours shall be calculated by adding the hours worked at each bargaining unit, to a maximum of that which could be achieved by a full-time Employee.
- (c) For the purpose of comparing seniority hours, seniority date or date of hire pursuant to Section (b) above, should an Employee transfer to, or from, a bargaining unit where seniority is based on hours worked, the transferring seniority hours, seniority date or date of hire shall be converted in accordance with Section 12 of this Addendum.

12. SENIORITY CALCULATION

Employees who transfer from one (1) bargaining unit to another bargaining unit in accordance with the above provisions shall be given a seniority date as follows:

- (a) Where both bargaining units calculate seniority based on hours worked, or both bargaining units calculate seniority based on date of hire, the Employee's seniority shall not be altered.
- (b) Where the sending bargaining unit calculates seniority based on date of hire and the receiving bargaining unit calculates seniority based on hours worked, the Employee shall be given seniority equivalent to the hours worked at the sending bargaining unit (time spent on vacation, sick leave, STD, LTD, WCB, Union leave, education leave, parental leave and any other leave of less than thirty [30] days, shall be considered hours worked).

Full-time Employees shall be considered to have worked two thousand twenty-two point seven five (2,022.75) hours per year.

- (c) Where the sending bargaining unit calculates seniority based on hours worked and the receiving bargaining unit calculates seniority based on date of hire, the Employee shall be given a seniority date equivalent to her or his date of hire at the sending bargaining unit.

Thereafter, seniority shall accrue in accordance with the applicable Collective Agreement.

The parties **recognize** and agree that (b) above is subject to establishing administrative feasibility, and ability to verify through employment records.

LAKELAND REGIONAL HEALTH AUTHORITY

ADDENDUM R: LOCAL CONDITIONS APPLICABLE TO LAKELAND REGIONAL HEALTH AUTHORITY (ELK POINT HEALTH CENTRE, GEORGE MCDUGALL MEMORIAL HEALTH CENTRE, SMOKY LAKE AND REDWATER HEALTH CENTRE) AND UNITED NURSES OF ALBERTA LOCAL #26, LOCAL #77 AND LOCAL #128

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

NOW THEREFORE the parties agree with each other as follows:

1. Replace Article 13.02(a) with the following:

“13.02 (a) In the absence of an out-of-scope manager, evaluations may be done by an in-scope Head Nurse. Evaluations done by an in-scope Head Nurse shall not be used as part of any discipline arising from the operation of Article 23.”

ADDENDUM S: LOCAL CONDITIONS APPLICABLE TO LAKELAND REGIONAL HEALTH AUTHORITY (WILLIAM J. CADZOW HEALTH CENTRE, LAC LA BICHE) AND UNITED NURSES OF ALBERTA, LOCAL #10

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

NOW THEREFORE the parties agree with each other as follows:

1. Replace Article 13.02(a) with the following:

“13.02 (a) On the Acute Care Unit, in the absence of an out-of-scope manager, evaluations may be done by an in-scope Head Nurse/Charge Nurse. Evaluations done by an in-scope Head Nurse/Charge Nurse shall not be used as part of any discipline arising from the operation of Article 23.”

ADDENDUM T: LOCAL CONDITIONS APPLICABLE TO LAKELAND REGIONAL HEALTH AUTHORITY (COLD LAKE HEALTH CENTRE, COLD LAKE) AND UNITED NURSES OF ALBERTA, LOCAL #76

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

NOW THEREFORE the parties agree with each other as follows:

1. Replace Article 13.02(a) with the following:

“13.02 (a) In the absence of an out-of-scope manager, evaluations may be done by an in-scope Head Nurse. Evaluations done by an in-scope Head Nurse shall be in writing and shall not be used as part of any discipline arising from the operation of Article 23.”

**ADDENDUM U: LOCAL CONDITIONS APPLICABLE TO
KEEWEE TINOK LAKES REGIONAL HEALTH AUTHORITY
AND THE UNITED NURSES OF ALBERTA, LOCALS #17
AND #60**

RE: Regional Float Positions

In order to create the above noted positions, the parties agree to the following:

1. The Employer will post permanent float positions, each to work in High Prairie, Slave Lake and Wabasca. The posting shall indicate that the positions are multisite. (For the purpose of this Letter the High Prairie site includes both acute care and continuing care -facility)
2. Employees in the above positions will be members of both the United Nurses of Alberta Local 17 bargaining unit and the United Nurses of Alberta Local 60 bargaining unit.
3. Employees will be listed as full time permanent Employees on the seniority lists for both United Nurses of Alberta Local 17 and United Nurses of Alberta Local 60 bargaining units.
4. Employees (hired externally) will appear on both the Local 17 and Local 60 seniority lists as of the date of hire into the posted position.
5. Employees (hired internally) will maintain their original seniority date with the bargaining unit, with which they were already a member, and be included in the new bargaining unit as of the date of hire into the float position.
6. Employees for the above positions will be assigned a base, primary facility. The base facility will be Slave Lake, Wabasca/Desmarais or High Prairie. Any internal Employee will not be required to relocate as a result of being a successful candidate. An internal candidate who achieves a position at another base site will be responsible for all travel expenses to that site. There will be a maximum of two (2) Float positions at any one site.
7. Union dues deducted as per Article 5 will be remitted on behalf of the appropriate local in accordance with hours worked in each facility.
8. A union orientation as per Article 5 will be provided for each local.
9. Schedules for Employees will be posted in accordance with Article 7 and 37 in the three facilities within the region. The schedules shall indicate the site for all hours worked. Change of site for shift will not activate overtime.

10. Overtime will be paid as per Article 8 and **37 recognizing** total hours worked in all three facilities.
11. **Kilometerage** will be paid for all travel from the Employees assigned base facility. Mileage will be paid at the rate specified in Article 10 of the Collective Agreement to and from the other site once only in each block of consecutive shifts.
12. All time required **traveling** from the Employees base facility will be considered hours worked under the Collective Agreement. Where an Employee is required to move between facilities on short notice, travel time required may be part of the normal daily hours of work. This will depend on the needs of the facility and availability of staff. If it is not possible to travel during the normal daily hours of work, it is **recognized** that overtime will be applicable. The Employee will have the option of **utilizing** the region's "Buddy" system.
13. Free housing will be provided for all days worked at any facility other than the assigned base facility.
14. Any new Employees hired into these positions, exclusive of orientation over 7 days and travel over **50** hours, will work one **471** hour probationary period.
15. A seven shift orientation will be provided at the base facility with six shifts at the other sites.
16. The most immediate supervisor at the base facility of each Employee will do yearly evaluations (as per Article 13).
17. Employees will be able to apply seniority for any job competitions within both the Local 17 and Local 60 bargaining units.
18. The provisions of Article 15 will apply within either bargaining unit for the successful candidates of the posted positions including the right to displace or be displaced.
19. A new position description will be developed (as per Article 39) for the noted positions.
20. All Employees will have severance rights (as per Letter of Understanding) in either the Local 17 or Local 60 bargaining units, based on full time status.
21. Relief hours available in the High Prairie facility will be scheduled into the float rotation prior to being offered to part time Employees if the float individual is not committed elsewhere.
22. All other provisions of the two Collective Agreements will apply to the Employees in these positions.
23. A meal card will be kept at each site for use, during work shifts, by Employees in float positions, not based at that site.
24. There shall be no layoffs as a result of an Employee working at more than on (1) facility within a bargaining unit.
25. This agreement shall be reviewed annually or more frequently at the request of either party.

ALBERTA MENTAL HEALTH BOARD

ADDENDUM V: LOCAL CONDITIONS APPLICABLE TO THE ALBERTA HOSPITAL EDMONTON AND UNITED NURSES OF ALBERTA, LOCAL #183

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

NOW THEREFORE the parties agree with each other as follows:

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

- (i)** seven point seven five (7.75) consecutive hours per day;
- (ii)** thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

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

- (i)** at least fifteen point five (15.5) hours off duty between shifts;
- (ii)** at least two (2) consecutive days of rest;
- (iii)** days of rest on two (2) weekends in a five (5) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv)** not more than six (6) consecutive scheduled days of work.”

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

“7.02 (h) Three (3) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on alternate weekends. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv) not more than seven (7) consecutive scheduled days of work.

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on three (3) weekends in a six (6) week period, one of which shall be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle.

OPTION III

- (i) at least fifteen point five (15.5) hours off duty between shifts;

- (ii) at least two (2) consecutive days of rest except that, once in a six (6) week cycle, there may be a single day of rest which shall follow a stretch of not more than three (3) consecutive scheduled days of work;
 - (iii) days of rest on three (3) weekends in a six (6) week period, one of which shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty; and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than six (6) consecutive scheduled days of work."
- (D) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Union.

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

The provisions of Article 30 shall be amended as follows:

- (A) Amend Article 30.01(a): 7.01 (a)(i) to read:

"30.01 (a): Amend Article 7.01(a)(i) to read:

- 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day, and in any event, shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule."

- (B) Amend Article 30.01(b)(i): 7.02(g) to read:

"30.01(b)(i): Amend Article 7.02(g) to read:

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;

- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01(a): 7.01(a)(iii)."

(C) Amend Article 30.01(b)(ii): 7.02(h) to read:

"30.01(b)(ii) Amend Article 7.02(h) to read:

7.02 (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied the relevant provisions of Article 30.01(b)(i): 7.02(g) shall be as follows:

OPTION 1

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work;
- (iv) designated days of rest to occur on alternate weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01(a): 7.01(a)(iii).

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work;
- (iv) designated days of rest on three (3) weekends in a six (6) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01(a): 7.01(a)(iii)."

(D) Amend Article 30.01(c) to read:

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

(E) Amend Article 30.03(b) to read:

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

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

3. PROBATIONARY PERIOD AND ORIENTATION

**Amend Article 11.01 to read:

- “11.01 (a) A new Employee shall serve a probationary period of four hundred and sixty-five (465) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee’s probationary period and again prior to the completion of her or his probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- (c) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to four hundred sixty-five (465) hours worked. If, during the extended probationary period, the new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure. Such dismissal shall constitute final resolution of the matter for the purpose of this Collective Agreement and the Act. An Employee will be kept advised of her or his progress during the probationary period.”

4. VACATIONS WITH PAY

Amend Article 17.03(b) to read:

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

5. NAMED HOLIDAYS

Amend Article 18.01 by adding:

- “18.01 (c) Subject to Article 18.01(d), if requested by the Employee, the Floater Holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
- (i) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
 - (ii) on December 27th when Christmas Day falls on a Monday or a Wednesday;
 - (iii) on December 29th when Christmas Day falls on a Sunday;
 - (iv) and Article 18.06(b) shall not apply.
- (d) In the event that the operational requirements of the Employer cannot permit the granting of an Employee’s request pursuant to Article 18.01(c) above, the provisions of Article 18.01(c) shall be null and void. However, the provisions of Article 18.01(b) shall be modified so that the time frames for receiving a day off or compensation for the “floater holiday” shall be extended by three (3) months to March 31st.”

6. SICK LEAVE

Article 19 (with the exception of Article 19.07) and Article 30.01(f) of the main agreement shall not apply and shall be deleted and the following sick leave provisions substituted therefor:

(A) Casual Illness

- (a) “Casual Illness” means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.
- (b) If an Employee is ill at work or requires time off for purposes of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior **authorization** by the Employer and the Employee works one hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against the Employee’s casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee became ill or attended the appointment. For the purposes of this Article a half day is:
 - (i) half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven point seven five (7.75) hours.

- (c) (i) In the first calendar year of employment an Employee shall be eligible for a prorated number of working days of casual illness leave with pay based on the number of full calendar months an Employee will work during the first calendar year of employment divided by 12 times 10.
- (ii) In each subsequent calendar year of employment an Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a calendar year of service, shall be deducted from the remaining casual illness leave entitlement for that calendar year of service.
- (d) This article is subject to Item 8(C) below.

(B) General Illness

- (a) "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness leave shall be in addition to any Casual Illness Leave entitlement specified in Item 8 (A).
- (b) An Employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at the Employee's basic rate of pay in accordance with the following Sub-clauses and the application of such General Illness shall be as set out in accordance with Item 8 (B)(c).
 - (i) Illness commencing in the first month of employment; no salary for each of the first ten (10) work days of illness and thereafter seventy percent (70%) of basic rate of pay for seventy (70) work days of illness.
 - (ii) Illness commencing in the first year of employment after the first month of employment but prior to the first full calendar year of employment; one hundred percent (100%) of basic rate of pay for the first ten (10) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
 - (iii) Illness commencing during the first full calendar year of employment; one hundred percent (100%) of basic rate of pay for the first ten (10) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
 - (iv) Illness in the second full calendar year of employment; one hundred percent (100%) of basic rate for each of the first fifteen (15) work days of illness and seventy percent (70%) of basic rate of pay for each of the next sixty-five (65) work days of illness.

- (v) Illness in the third full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first twenty-five (25) work days of illness and seventy percent (70%) of basic rate of pay for each of the next fifty-five (55) work days of illness.
 - (vi) Illness in the fourth full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first thirty-five (35) work days of illness and seventy percent (70%) of basic rate of pay for each of the next forty-five (45) work days of illness.
 - (vii) Illness in the fifth full calendar year of employment; one hundred percent (100%) of basic rate of pay for each of the first forty-five (45) work days of illness and seventy percent (70%) of basic rate of pay for each of the next thirty-five (35) work days of illness.
 - (viii) Illness in the sixth full calendar year or any subsequent full calendar years of employment; one hundred percent (100%) of basic rate of pay for each of the first sixty (60) work days of illness and seventy percent (70%) of basic rate of pay for each of the next twenty (20) work days of illness.
- (c) (i) Subject to Item (B)(c)(ii) an Employee, upon return to active work after a period of general illness of less than eighty (80) consecutive work days, will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) , reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
 - (ii) Such reinstatement shall only occur where an Employee has not taken any General Illness Leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- (d) For purposes of this Article the maximum period of continuous absence **recognized** shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to **LTD** provisions.
 - (e) Notwithstanding Item S(A) or Item 8(B), an Employee is not eligible to receive sick leave benefits under Item 8(B) or Item 8(A) if:
 - (i) The absence is due to an injury while in the employ of any other Employer, nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury; or

- (ii) the absence is due to an intentional self-inflicted injury.
 - (f) When a day designated as a Named Holiday under Article 18 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
 - (g) This Article is subject to Item 8(C) below.
- (C) Proof of Illness
- (a) An Employee may be required to provide acceptable proof of illness for absence for casual or general illness. Should proof of illness provided by the Employee be unacceptable to the Employer, the Employee is to be informed as to what additional information is required. An Employee shall have the right to Union Representation during any discussion related to additional information required concerning acceptable proof of illness.
 - (b) The Parties agree that Casual and General Illness benefits as provided in Items 8(A) and (B) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

(D) Part-time Employees

Regular part-time Employees are entitled on a pro-rata basis, to sick leave entitlement as defined in Item 8. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness. Conditions of sick leave entitlement as set out in Item 10 apply.

7. WORKERS' COMPENSATION

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

- (a) If an Employee sustains an injury in the course of the Employee's duties with the Hospital which causes the Employee to be absent from work and as a result is eligible to receive Workers' Compensation, the Employee shall be paid the Employee's regular full salary during the period the Employee is required to remain off work up to eighty (80) consecutive work days.
- (b) If the Employee has not returned to work due to injury before the eighty (80) day period has expired, the Employee shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- (c) The eligibility period specified in Item 9(a) shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- (d) When a day designated as a Named Holiday under Article 18 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- (e) An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for the day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Item 9(a).
- (f) The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.

8 . PREPAID HEALTH BENEFITS

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

- (A) Health Plan Benefits
 - (a) Such coverage shall be provided to regular and temporary Employees except for:
 - (i) a part-time Employee whose hours of work are less than thirty-one (31) hours in each fourteen (14) day period averaged over one complete cycle of the shift schedule; and
 - (ii) a temporary Employee who is hired to work for a position of less than six (6) months.
 - (b) The Employer shall share the monthly premium cost of the Alberta Health Care Insurance Plan for all participating Employees as follows:
 - (i) one-half (1/2) the cost of the family premium where the Employee and his family are covered under the Plan, or
 - (ii) one-half (1/2) the cost of the single premium where only the Employee is covered under the Plan.
 - (c) The Employee shall pay the monthly premium cost of the Medical Supplement Insurance Plan which provides benefits at no less than those in place February 25, 2001; inclusive of:
 - (i) vision care coverage providing for eye exams and up to three hundred dollars (\$300.00) per year per person for corrective lenses;
 - (ii) eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;

Note: An open **enrollment** period is to be provided to Employees that previously opted out of supplementary benefits.

(B) Long Term Disability (LTD)

- (a)** All eligible Employees shall be covered in accordance with the provisions of the Plan.
- (b)** The Employer shall pay the total cost of providing benefits to all eligible Employees covered under the Plan.
- (c)** An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (**80**) consecutive days, may apply for long term disability benefits as provided under the **LTD Plan**. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the Insurer.
- (d)** Long Term Disability benefits payable under the provisions of the **LTD Plan**, will entitle an Employee with a qualifying disability, to a total income, from sources specified under Item **10(B)(e)**, of not less than seventy percent (**70%**) of the Employee's monthly salary received or entitled to receive as an Employee at the commencement of the **LTD** benefits pursuant to Item **10(B)(c)**, up to a maximum benefit of **\$2,500** per month.
- (e)** The monthly **LTD** benefit amount to which an Employee is entitled, shall be reduced by:
 - (i)** the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,
 - (ii)** the amount of Workers' Compensation entitlement,
 - (iii)** the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,
 - (iv)** vacation leave pay,
 - (v)** the amount of any other remuneration received as a result of employment or self-employment unless subject to Item **10(B)(f)**.
- (f) (i)** An Employee who, after qualifying for **LTD** benefits, returns to work or enters a **recognized** training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Item **10(B)(c)** (**predisability** salary), the Employee shall have the monthly **LTD** benefit payable by the plan reduced by fifty percent (**50%**) of the income received, provided that the combination of reduced **LTD** benefit and income does not exceed the **predisability** salary.

- (ii) Where the combination of reduced **LTD** benefits, and income received pursuant to Item **10(B)(f)(i)** is a higher amount than the **predisability** salary, the **LTD** benefits shall be reduced further so that **LTD** benefits and income received equal one hundred percent (**100%**) of **predisability** salary.
 - (g) An Employee who receives **LTD** benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving **LTD** benefits and the Employer and Employee premium contributions, if applicable shall continue.
 - (h) The **LTD** benefits applicable to Employees covered by this Agreement shall not be altered except through negotiations by the Parties to this Agreement.
- (C) Group Life Insurance, Accidental Death and Dismemberment, Dependent's Life:
- (a) Participation in the Group Life Insurance Plan is a condition of employment for all eligible Employees who commenced employment on or after October 1, 1982.
 - (b) The amount of Basic Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:
 - (i) **One times (1X)** basic annual salary, rounded to the next highest one thousand dollars (**\$1,000.00**), up to a maximum amount of insurance of one hundred thousand dollars (**\$100,000.00**), or
 - (ii) Two point five times (**2.5X**) basic annual salary, rounded to the next highest one thousand dollars (**\$1,000.00**) up to a maximum amount of insurance of one hundred thousand dollars (**\$100,000.00**).
 - (c) Each Employee insured for Basic Group Life Insurance under subsection (b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of Basic Group Life Insurance.
 - (d) The Employer and Employee shall share the monthly premium costs where an Employee is covered for the insurance pursuant to sub-articles (b) and (c) above as follows:
 - (i) Employer pays twelve cents (**12¢**) per one thousand dollars (**\$1,000.00**) coverage;
 - (ii) Employee pays twenty-three cents (**23¢**) per one thousand dollars (**\$1,000.00**) per coverage.

- (e) When an Employee is not covered under sub-section (b) but is now insured for the single lump sum amount of insurance of four thousand dollars (\$4,000.00), the Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal sum of four thousand dollars (\$4,000.00) and the Employer shall pay the total monthly premium costs for those eligible Employees.
 - (f) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
 - (g) All insurance coverage specified under this Article shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policy-holder. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.
- (D) Accidental Death and Dismemberment Insurance for Occupational Accident Coverage:
- (a) The Employer shall maintain a master insurance policy for all Employees covered by this Agreement that provides insurance coverage up to a maximum principal sum of one hundred thousand dollars (\$100,000.00) in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including travelling on Employer business except that benefits under this policy shall be reduced by the amount of insurance benefits paid or payable pursuant to the insurance coverage under Item 12(C)(c).
 - (b) The total premium cost of this master insurance policy shall be paid by the Employer.
 - (c) Coverage provided shall be in accordance with the terms and conditions of the master policy of insurance.
- (E) Dental Plan
- (a) The Plan will be totally funded by the Employer.
 - (b) The following conditions shall apply to Employees eligible to participate in the Dental Plan:
 - (i) an Employee is covered and may participate in the Plan from the first day of the calendar month following completion of twelve (12) continuous full calendar months of employment with the Employer, and
 - (ii) coverage is a condition of employment for all Employees upon completing the twelve (12) month period specified in (i) above, and

- (iii) coverage ceases on the date of termination from employment or the date the Employee attains age sixty-five (65), whichever occurs first.
- (c) An eligible Employee's dependent shall be covered under the Dental Plan while the Employee is covered and the dependent person is:
- (i) the Employee's legal spouse, or
 - (ii) the Employee's common-law spouse who has cohabitated with the Employee for at least five consecutive years or for at least two (2) consecutive years where there is a child born of such common-law relationship provided that the Employee does not have a dependent spouse to whom he or she is legally married and the common-law spouse has been a dependent of the Employee and is known in the community as the Employee's consort, or
 - (iii) an unmarried child of the Employee and/or the Employee's spouse, including any step-children, who is:
 - (1) under eighteen (18) years of age, or
 - (2) eighteen (18) or over but less than twenty-five (25) and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning, or
 - (3) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
- (d) The Plan will reimburse an Employee for dental service provided to an Employee while covered and each eligible dependant, as follows:
- The Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000.00) per insured person.
- (e) Regular or Temporary part-time Employees shall be reimbursed fifty percent (50%) of the cost benefit listed below:
- The Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Orthodontic Services, in

accordance with the current Alberta Blue Cross Fee Guide. A maximum annual reimbursement two thousand dollars (\$2,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000.00) per insured person.

- (f) “Benefit year” means the period of the twelve (12) months beginning on October 1st in one year and ending on September 30th in the next year.
- (g) The dental services reimbursed under Item 10(E)(d) shall not exceed the amounts specified in the Alberta Blue Cross Fee Guide in force on the date the dental services were provided.
- (h) BASIC DENTAL SERVICES covered under the Dental Plan include:
 - (i) Each of the following five procedures is covered twice in a benefit year:
 - (1) Oral examination;
 - (2) Oral hygiene instructions;
 - (3) Prophylaxis (the cleaning and scaling of teeth);
 - (4) Bite-wing x-rays;
 - (5) Topical application of fluoride solutions.
 - (ii) Full mouth series of x-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since this service was last rendered.
 - (iii) Tooth extractions and related procedures.
 - (iv) Tooth fillings - amalgam, silicate, acrylic and composite.
 - (v) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.
 - (vi) Necessary treatment for relief of dental pain.
 - (vii) The cost of medication and its administration when provided by injection in the dentist’s office.
 - (viii) Space maintainers for missing primary teeth and habit breaking appliances.
 - (ix) Consultations required by the attending dentist.
 - (x) **Endodontic** treatment (root canal therapy).

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

9. COURT APPEARANCE

Amend Article 22.06 to read:

“22.06 Jury or Witness Duty

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

10. CAMP ALLOWANCE

- (a) An Employee who attends an overnight patient/resident/client recreational/therapeutic activity **authorized** by the Employer shall be paid, in addition to the Employee's basic rate, an allowance of forty dollars (**\$40.00**) for each day in attendance at such activity.

- (b) Where an Employee is to attend an overnight patient/resident/client recreational/therapeutic activity **authorized** by the Employer the Employee shall receive the Employee's basic rate of pay for her or his normal seven point seven five (7.75) hours of work only.

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

11. CASH HANDLING

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

12. PARKING

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

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

14. (a) The Employer will continue to supply and maintain (launder, alter and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- (b) For Employees, covered by this Collective Agreement, the Employer will accept financial responsibility for repair or, at the Employer's discretion, reimbursement of reasonable depreciated or replacement value for personal clothing and/or personal possessions damaged by patient action while the Employee is on duty provided that the damaged article was necessary to the performance of the Employee's duties and that proof of loss or damage is provided by the Employee within two (2) working days of the incident causing the damage.

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

15. RECALL

A. Twenty-Eight (28) Day Recall

The parties hereby agree to amend Article 15.05 of the Collective Agreement as follows:

"15.05 Recalls

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.

- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a casual Employee.
- (c) An Employee on layoff shall have the right to refuse an offer of a work period of twenty-eight (28) calendar days or less without adversely affecting the Employee's recall status.
- (d) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered.
- (e) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting her or his recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (f) An Employee shall have the right to refuse a recall to a position which is located at a site outside the boundaries of the municipality in which the current site is located without adversely affecting the Employee's recall rights.

SALARY APPENDIX

	Year	Year	Year	Year	Year	Year	Year	Year	Year
	1	2	3	4	5	6	7	8	9
Registered Nurse									
Registered Psychiatric Nurse									
Current		21.54	22.37	23.20	24.03	24.86	25.69	26.52	
Adjustment Reference	21.54	22.37	23.20	24.03	24.86	25.69	26.52	27.31	
April 1, 2001	22.62	23.49	24.36	25.23	26.10	26.97	27.85	28.68	
August 1, 2001	23.75	24.66	25.58	26.49	27.41	28.32	29.24	30.11	
April 1, 2002	24.70	25.65	26.60	27.55	28.51	29.45	30.41	31.31	
April 1, 2002									32.42
Certified Graduate Nurse									
Graduate Nurse - Temporary Permit Holder									
Graduate Psychiatric Nurse									
Current		19.71	20.31	20.75	21.13	21.47	21.90	22.60	
Adjustment Reference	19.71	20.31	20.75	21.13	21.47	21.90	22.60	23.27	
April 1, 2001	20.70	21.33	21.79	22.19	22.54	23.00	23.73	24.43	
August 1, 2001	21.74	22.40	22.88	23.30	23.67	24.15	24.92	25.65	
April 1, 2002	22.61	23.30	23.80	24.23	24.62	25.12	25.92	26.68	
April 1, 2002									27.61
Assistant Head Nurse									
Current		22.28	23.23	24.15	25.07	25.98	26.93	27.79	
Adjustment Reference	22.28	23.23	24.15	25.07	25.98	26.93	27.79	28.62	
April 1, 2001	23.39	24.39	25.36	26.32	27.28	28.28	29.18	30.05	
August 1, 2001	24.56	25.61	26.63	27.64	28.64	29.69	30.64	31.55	
April 1, 2002	25.54	26.63	27.70	28.75	29.79	30.88	31.87	32.81	
April 1, 2002									33.96
Head Nurse and Instructor									
Current		23.57	24.59	25.64	26.66	27.71	28.79	29.68	
Adjustment Reference	23.57	24.59	25.64	26.66	27.71	28.79	29.68	30.56	
April 1, 2001	24.75	25.82	26.92	27.99	29.10	30.23	31.16	32.09	
August 1, 2001	25.99	27.11	28.27	29.39	30.56	31.74	32.72	33.69	
April 1, 2002	27.03	28.19	29.40	30.57	31.78	33.01	34.03	35.04	
April 1, 2002									36.27
Undergraduate Nurse									
Current		16.18							
April 1, 2001		16.99							
August 1, 2001		17.84							
April 1, 2002		18.55							

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: _____

This Collective Agreement applies to the following: (the names that appear below are the operational names of the facilities and in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)

LOCAL No.

CHINOOK HEALTH REGION

- 23 Pincher Creek General and Auxiliary Hospital and Nursing Home District No. 79
- 66 Chinook Regional Health Authority - Milk River
- 82 Chinook Regional Health Authority - Fort **Macleod** (except those covered by Cert. #179-92)
- 102 Chinook Regional Health Authority - Blairmore
- 120 Chinook Regional Health Authority - **Lethbridge**
- 131 **Coaldale** Community Hospital Association Ltd.
- 140 Chinook Regional Health Authority - **Magrath**
- 152 Chinook Regional Health Authority - Picture Butte
- 160 Chinook Regional Health Authority - **Cardston**
- 164 Chinook Regional Health Authority - **Taber**

PALLISER HEALTH AUTHORITY

- 20 **Oyen** General and Auxiliary Hospital and Nursing Home District No. 35 (Big Country Hospital), **Oyen**
- 70 Medicine Hat General and Auxiliary Hospital and Nursing Home District No. 69 (Medicine Hat and District Hospital)
- 159 Empress **Municipal** Hospital District No. 53
- 191 Brooks General and Auxiliary Hospital and Nursing Home District No. 28

HEADWATERS HEALTH AUTHORITY

- 3 Mineral Springs Hospital, **Banff**
- 40 **Claresholm** General and Auxiliary Hospital & Nursing Home District No. 109 (**Claresholm** General Hospital)
- 65 Turner Valley General and Auxiliary Hospital and Nursing Home District No. 66, Black Diamond

- 80 High River General and Auxiliary Hospital and Nursing Home District No. 11
- 119 **Canmore** General and Auxiliary Hospital and Nursing Home District No. 80
- 143 Vulcan General and Auxiliary Hospital and Nursing Home District No. 19
- 202 Headwaters Health Authority (Willow Creek Auxiliary Hospital and Nursing Home)
- 206 Headwaters Health Authority (Little Bow Auxiliary Hospital)

CALGARY REGIONAL HEALTH AUTHORITY

- 1 Calgary Regional Health Authority at or out of the Calgary General Hospital
- 95 Calgary Regional Health Authority at or out of the Alberta Children's Provincial General Hospital
- 115 Calgary Regional Health Authority at or out of the Foothills Provincial General Hospital
- 121 Calgary Regional Health Authority at or out of the Colonel **Belcher** Hospital and the Rockyview General Hospital

HEALTH AUTHORITY 5

- 34 Regional Health Authority 5 - **Didsbury**
- 58 Regional Health Authority 5 - Three Hills
- 74 Regional Health Authority 5 - **Drumheller**
- 125 Regional Health Authority 5 - **Hanna**

DAVID THOMPSON HEALTH REGION

- 2 David Thompson Regional Health Authority - Red Deer
- 5 David Thompson Regional Health Authority - **Lacombe**
- 8 David Thompson Regional Health Authority - Rocky Mountain House
- 31 David Thompson Regional Health Authority - **Ponoka**
- 43 David Thompson Regional Health Authority - **Olds**
- 45 David Thompson Regional Health Authority - **Bashaw**
- 59 David Thompson Regional Health Authority - **Innisfail**
- 134 David Thompson Regional Health Authority - **Sundre**
- 201 David Thompson Regional Health Authority - Bentley

EAST CENTRAL REGIONAL HEALTH AUTHORITY 7

- 4 **Stettler** General and Auxiliary Hospital and Nursing Home District No. **20**
- 15 St. Mary's Hospital, **Camrose**
- 38 **Wainwright** General and Auxiliary Hospital and Nursing Home District No. **17**
- 55 Vermilion General and Auxiliary Hospital and Nursing Home District No. 2
- 69 Provost General Hospital and Nursing Home District No. **12**
- 78 Islay Municipal Hospital District No. 4
- 106 Coronation Municipal Hospital District No. **39**
- 106 Coronation-Paintearth Auxiliary Hospital and Nursing Home District No. **16**
- 141 Consort Municipal, Hospital District No. **22**
- 151 **Mannville** General and Auxiliary Hospital and Nursing Home District No. 1
- 185 **Hardisty** General and Auxiliary Hospital and Nursing Home District No. **55**
- 186 **Daysland** General & Auxiliary Hospital & Nursing Home District **#68**
- 190 **Tofield** General and Auxiliary Hospital and Nursing Home District No. **47**
- 192 **Killam** General and Auxiliary Hospital and Nursing Home District No. **104**
- 192 General Hospital Sisters of St. Joseph, **Killam**
- 195 Viking General Hospital and Nursing Home District No. **10**
- 198 Our Lady of the Rosary, Castor
- 216 Dr. Cooke Extended Care Centre - Lloydminster, Alberta

WESTVIEW REGIONAL HEALTH AUTHORITY

- 56 **Edson** & District Health Care Centre
- 67 Devon General Hospital District No. **62**
- 75 Jasper General Hospital District No. **87**
- 84 **Hinton** General Hospital District No. **76**
- 92 Stony Plain Municipal Hospital District No. **84**

CROSSROADS REGIONAL HEALTH AUTHORITY

- 28 **Drayton Valley** General and Auxiliary Hospital and Nursing Home District No. **77**

68 **Wetaskiwin** General and Auxiliary Hospital and Nursing Home District No. 8 1

83 **Breton** General Hospital District No. 85

CAPITAL HEALTH AUTHORITY

11 **Misericordia** Hospital, Edmonton

32 Capital Health Authority - at or out of the **Glenrose** Rehabilitation Hospital

33 Capital Health Authority - at or out of the Royal Alexandra Hospital

62 Capital Health Authority - at or out of the **Leduc** General Hospital

79 The General Hospital (Grey Nuns) of Edmonton

85 Capital Health Authority - at or out of the Sturgeon Community Hospital and Health Center

301 Capital Health Authority - at or out of the University of Alberta Hospital

ASPEN REGIONAL HEALTH AUTHORITY **#11**

16 Boyle General Hospital District No. 61

73 **Immaculata** Hospital, Westlock

100 **Thorhild-Westlock** Auxiliary Hospital and Nursing Home District No. 26, Westlock

135 **Athabasca** General and Auxiliary Hospital and Nursing Home District No. 13

136 **Barrhead** General and Auxiliary Hospital and Nursing Home District No. 67

145 Mayerthorpe General and Auxiliary Hospital District No. 38

149 Whitecourt-Fox Creek General Hospital District No. 97, Whitecourt

158 Swan Hills General Hospital District No. 58

LAKELAND REGIONAL HEALTH AUTHORITY

9 Fort Saskatchewan General Hospital District No. 98

10 **Lac La Biche** General and Auxiliary Hospital and Nursing Home District No. 78

22 St. Joseph's General Hospital, **Vegreville**

35 Two Hills General and Auxiliary Hospital and Nursing Home District No. 42

24 St. Paul General and Auxiliary Hospital and Nursing Home District No. 36

26 Elk Point General and Auxiliary Hospital and Nursing Home District No. 18

- 29 Lamont Health Centre
- 49 Lamont Health Centre
- 76 Cold Lake General and Auxiliary Hospital and Nursing Home District No. 75
- 77 Smoky Lake General and Auxiliary Hospital and Nursing Home District No. 73
- 86 Bonnyville Health Centre
- 122 Glendon Municipal Hospital District No. 57
- 128 Thorhild County General Hospital District No. 103, Redwater
- 133 Vilna General Hospital District No 105
- 24 (184) Myrnam Municipal Hospital District #23
- 79 (187) Radway Health Care Centre

MISTAHIA HEALTH REGION

- 6 Valleyview General and Auxiliary Hospital and Nursing Home District No. 96
- 37 Grande Prairie General and Auxiliary Hospital and Nursing Home District No. 14
- 41 Spirit River General and Auxiliary Hospital and Nursing Home District No. 60
- 51 Beaverlodge-Hythe General and Auxiliary Hospital and Nursing Home District No. 32
- 52 Grimshaw/Berwyn General and Auxiliary Hospital and Nursing Home District No. 50
- 63 Grande Cache General and Auxiliary Hospital and Nursing Home District No. 63
- 64 Fairview General and Auxiliary Hospital and Nursing Home District No. 59

PEACE HEALTH REGION

- 13 Manning General and Auxiliary Hospital and Nursing Home District No. 70
- 30 Peace River General and Auxiliary Hospital and Nursing Home District No. 21 (Peace River Municipal Hospital)
- 116 McLennan General and Auxiliary Hospital and Nursing Home District No. 90
- 199 Peace Regional Health Authority at the Peace River Auxiliary Hospital & Nursing Home

KEEWETINOK LAKES REGIONAL HEALTH AUTHORITY #15

- 17 High Prairie General Hospital and Nursing Home District No. 89

60 Slave Lake General and Auxiliary Hospital and Nursing Home District No. **101**

NORTHERN LIGHTS REGIONAL HEALTH SERVICES

96 Northern Lights Regional Health Centre

NORTHWESTERN HEALTH SERVICES REGION

124 Fort Vermilion-High Level General and Auxiliary Hospital and Nursing Home
District No. **102**, High Level

ALBERTA MENTAL HEALTH BOARD

183 Alberta Hospital Edmonton