

COLLECTIVE AGREEMENT

BETWEEN

UNITED NURSES OF ALBERTA
LOCALS #12, #72, #91, #99, #118, #150, #154, #204, #221

AND THE
BETHANY AUXILIARY HOSPITAL OF CAMROSE, ALBERTA
AND BETHANY NURSING HOME OF CAMROSE, ALBERTA
ST. MICHAEL'S HEALTH CENTRE - LETHBRIDGE
BETHANY CARE SOCIETY - CALGARY
ST. JOSEPH'S HOSPITAL
CAPITAL CARE GROUP INC.
ST. MICHAEL'S LONG TERM CARE CENTRE - EDMONTON
YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
BETHANY NURSING HOME OF CAMROSE, ALBERTA (At
Rosehaven Care Centre - Camrose)
CAREWEST - COLONEL BELCHER

FOR THE PERIOD

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

BETWEEN

(hereinafter referred to as the "Employer")

AND

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

PREAMBLE

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

AND WHEREAS the Parties recognize that a positive work environment raises the level of job satisfaction for Employees the Parties shall endeavour to find resolution to issues 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, 2003** or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Agreement, whichever is later, up to and including March **31, 2006**, 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 "Administrator" means the Chief Operating Officer responsible for the day to day activities of the Facility.

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 Salary Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.04** “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, 2000 c.N.-8 and Regulations.
- 2.05** “Cycle of the Shift Schedule” means the period of time when the shift cycle repeats itself and the cycle shall not exceed twelve **(12)** weeks.
- 2.06** “Employee” means 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 30.03(a)(i); or
- (ii) is regularly scheduled for a period of three **(3)** months or less for a specific job; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three **(3)** months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three **(3)** months but less than six **(6)** months; or
- (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three **(3)** months; or
- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three **(3)** months.
- 2.07** “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Institution.

- 2.08 “Facility” means each individual site operated by the Employer, that is covered by the Collective Agreement.
- 2.09 “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 requirement of the Alberta Association of Registered Nurses (A.A.R.N.); and who has been granted a Temporary Permit pursuant to the Nursing Profession Act, 2000 c.N.-8 and Regulations.
- 2.10 “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.
- 2.11 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.12 “Institution” means the organization named as the Employer in the certificate of the Labour Relations Board.
- 2.13 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act, 2000 c.N.-8 and who holds an annual certificate.
- 2.14 “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 Regulations and who holds an annual certificate.
- 2.15 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.16 The singular means the plural and vice versa as applicable.
- 2.17 “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.18 “Union” means the United Nurses of Alberta Local(s) which is Party to this Agreement.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.

ARTICLE 4: MANAGEMENT RIGHTS

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

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

4.02 The Employer shall exercise its rights in a manner which is fair, reasonable and in accordance with the Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

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

- (b) The Employer shall provide to the Union monthly, a listing of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual);
 - (iv) Regular Hours of Work;
 - (v) Date of Hire; and
 - (vi) Site.

- (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.
- 5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Union dues shall be deducted on a bi-weekly or monthly basis depending upon the pay system of the Employer and submitted to the Union in accordance with Article 5.01(a).
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05
 - (a) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
 - (b) The Employer shall advise the Local Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.06
 - (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. For such leave, upon request:
 - (i) pension contributions shall continue uninterrupted; and
 - (ii) a repayment plan for the Employee share of contribution shall be established.
 - (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of 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.

ARTICLE 6: No DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either Party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual 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 the overtime rate, in accordance with Article **8** rather than at straight time; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8 rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8.
- (e) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 *Shift Schedules*

- (a) Employees shall be aware that, in the course of their regular duties, they **may** be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.
- (c) The Employer, in scheduling shifts, shall take into consideration **an** Employee's request for certain shift schedules, subject to the requirements of Article 7.02(a).
- (d) The shift patterns which may be available are:
 - (i) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation)
 - (ii) Permanent days
 - (iii) Permanent evenings (only by request of Employee)
 - (iv) Permanent nights (only by request of Employee)
 - (v) Evenings and days rotation
 - (vi) Nights and evenings (only by request of Employee)
 - (vii) Nights and days rotation
- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than fourteen (14) calendar days per year.

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- (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 zero seven hundred (0700) hours and fifteen hundred (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" means a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
 - (iv) not more than six (6) consecutive scheduled days of work.
- (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

OPTION I

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

OPTION II

- 7.02 (g) (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on three (3) weekends in a six (6) week period, one of which shall be an extended weekend. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" means a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty;
- (iv) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle.
- (i) Notwithstanding Article 7.02(h), in the event that the Parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- (j) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

7.03 *Schedule Posting*

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

7.04 *Schedule Changes*

- (a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8 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 both orally and in writing and such change shall be recorded on the shift schedule.
- (b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not the Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8 for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the shift schedule.

7.05 *Employee Shift Exchange*

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

7.06 *Reporting Pay*

In the event that an Employee reports for work as scheduled and prior to the commencement of the shift, is requested by the Employer to leave and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equal to four (~~4~~) hours pay at the Employee's basic rate of pay.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Union which provides appropriate professional coverage as determined by the Employer.

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 in the Facility 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 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 7.0 (b).

ARTICLE 9: COMMITTEE PARTICIPATION

- 9.01 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. Such participation shall be voluntary.

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who normally travels from the Facility 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 Facility to the Employee's place of residence.
- 10.02 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** and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 (a) A new Employee shall serve a probationary period of five hundred and three point seven-five **(503.75)** hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- (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**, 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 the Employee's probationary period.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first fifty-four point two five **(54.25)** hours of patient/resident/client care shall be under guidance or supervision of which twenty-three point two five **(23.25)** hours shall be on day shift.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a regular or temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include service with any Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six **(6)** months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).
- 12.02 Seniority shall determine:
- (a) assignment of available shift schedules subject to the provisions of Article 7;
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14;
- (c) layoff and recall subject to the provisions specified in Article 15; and
- (d) approval of vacation times subject to the provisions specified in Article 17.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee's employment ceases with the Employer;
- (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 15.01(a) or 15.02(b).

(b) *Contents of Seniority Lists*

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

(d) Where an Employee claims previous service under Article 12.01 (b), the Union carries the sole responsibility for compiling the necessary proof of prior service and for providing it to the Employer.

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. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two (2) years.

12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall, upon voluntary termination of employment with the previous Employer, be entitled to maintain his/her previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.01, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14, the Employee's initial basic rate of pay subject to Article 25, vacation entitlement subject to Article 17, sick leave accrual subject to Article 19 or Letter of Understanding: Severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) Each Employee shall receive a yearly evaluation.

(b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.

13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

- (b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of 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 interview. 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 interview 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 one (1) working day in advance, an Employee may view her or his personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing 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 all regular and temporary positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
 - (c) Vacancies shall be filled whenever possible from within the bargaining unit.
 - (d) A notice of vacancy shall specify the Facility, the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of work for the position, For information purposes only, the current shift pattern and commencement date for the position shall also be specified on the notice of vacancy.
- 14.02
- (a) A vacancy resulting from either:
 - (i) the creation of a specific job of limited term exceeding three (3) months' duration; or

- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a regular full-time or part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, 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, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.

14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will

grant 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 and one-half (**325 1/2**) 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 the 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 **30.01**, **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.

ARTICLE 15: LAYOFF AND RECALL

15.01 Notice

The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to inform the Union of the extent of the planned reduction or position elimination and discuss 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.

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.

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

15.03 Displacement

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

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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 15.03(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of 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 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; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.
- (c) Where an Employee with less than twenty-four (24) months of seniority has her 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 15.02 by serving notice pursuant to Article 15.01.
- (d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.

15.04 *Recalls*

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

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

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

15.06 *Benefits*

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

15.07 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- (b) Where an Employee works while on lay-off in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.01(a) while 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 15.01 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.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY

16.01 *Charge Pay*

- (a) The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour.

16.02 (a) When an Employee is assigned to replace another Employee in a higher paid classification for one full shift or longer, the Employee shall be paid an additional amount equal to the differential between the beginning rate for the

Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.

- (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer the Employee shall be paid an additional two dollars (\$2.00) per hour.
- 16.03
- (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 4th year Bachelor's Degree in Nursing students in the absence of a clinical instructor from their educational institution.

ARTICLE 17: VACATIONS WITH PAY

17.01 *Definitions*

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the last day of March of the following calendar year;
- (c) "date of employment" means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
 - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and last days inclusive of any month, the first (1st) day of the following calendar month.

17.02 *Vacation Entitlement*

During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:

- (a) *Staff Nurse*

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) *Employee with Less than a Year of Service*

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

- (c) 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 the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

(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 a mutually agreeable 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.

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 in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (b) (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.
- (e) (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 March 31st in the preceding 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 April in the current year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee:
 - (i) after less than one (1) year of employment by the Employer; or
 - (ii) without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10,such Employee shall receive vacation pay at the rate prescribed in the Alberta Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

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

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

that year, the Employee shall receive payment for such day at 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 (1 1/2X) 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) Unless otherwise requested, 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.
- 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 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 place the Employee in the same position held by the Employee immediately prior to the Employee's disability;
 - (ii) 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 and the Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed.
- (b) An Employee who does not qualify for L.T.D.I. 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.
- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article **15.03**.
- 19.08** Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her 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 at an Institution at which the Employer is also Party to an agreement with an identical sick leave provision, within six **(6)** months of the date of 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** When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the

Employer. The Employee may be required to submit satisfactory proof of such appointment.

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

ARTICLE 20: WORKERS' COMPENSATION

20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided 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 (1/10th) 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 (1/10th) 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 place 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 place the Employee in 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 under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.
- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

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

ARTICLE 21: PREPAID HEALTH BENEFITS

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

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- (a) Supplementary Benefits Plan which provides benefits at no less than those in place on March 4, 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. Effective April 1, 2005, vision care coverage providing for an eye exam every twenty-four (24) months and up to six hundred dollars (\$600.00) every twenty-four (24) months per person for corrective lenses;
 - (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Alberta Healthcare Association Benefits Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services. 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 Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.
- 21.06 Such coverage shall be provided to regular and temporary Employees except for:
- (a) a part-time Employee whose hours of work are less than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (b) a temporary Employee who is hired to work for a position of less than six (6) months;

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

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Conditions*

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (b) 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.
- (c) Except as provided in Article 22.03(d), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

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 or disability benefits. Maternity leave shall not exceed twelve **(12)** months unless mutually agreed otherwise between the Employee and the Employer.
- (c) An Employee on such leave shall provide the Employer with at least four **(4)** weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (d) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work, she will be treated in every respect the same as any other Employee on sick leave or on disability benefits.

22.04 *Adoption/Paternity Leave*

- (a) An Employee who has completed her 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 leave commenced.

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

22.05 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) During an Employee's educational leave, 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.
- (c)
 - (i) A regular Employee registered at a university or college pursuing a nursing degree on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted three (3) working days leave at their basic rate of pay per contract year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of his or her intentions. Upon request, the Employee shall be required to provide proof of registration.
 - (ii) A regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two (2) working days leave at their basic rate of pay for the purpose of preparing for and writing the certification exam.
- (d) 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.

22.06 *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*

- (a) 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.

- (i) Family Leave

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined in Article 22.02. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need. Employers will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

- (ii) Pressing Necessity Leave

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family.

- (b) *Terminal Care leave*

An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to **six (6)** months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article **22.07(a)** and (b).

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01** Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02** Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03** In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04** An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, have the personnel file cleared of any record of the disciplinary action. Such action shall be enacted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05** The procedures stated in Articles **23.01**, **23.02** and **23.03** do not prevent immediate suspension or dismissal for just cause.
- 23.06** Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employee shall be advised of this right at the time of the scheduling of the meeting.

- 23.07** In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08** An Employee absent for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated her 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 the Employee who resigns.
- 23.11** Vacation pay on termination shall be paid in accordance with Article 17.04.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

- 25.01** Basic hourly salary scales and increments as set out in the Salary 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 the 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 Alberta Association of Registered Nurses 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.

Such payment will be retroactive to the date the temporary permit was issued unless the Employee had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

- 25.03** Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the Parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question.
- 25.04** Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05** Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06** The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- 25.07** An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01** For the purpose of establishing an Employee's basic rate of pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by bona fide post secondary educational institutions. With respect to gerontological certification, the certification must be provided by the Canadian Nurses Association.

	<i>Course</i>	<i>Hourly Allowance</i>
	Clinical Course	50¢
	Gerontological Certification	70¢
	Active registration in the AARN and eligible for active registration in the RPNAA (or vice versa)	50¢
	Diploma/Certificate 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 diploma/certificate 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.	
26.04	Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements of the qualification or from the date of hire, whichever is the later.	

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, 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) A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours

provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

- (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
 - (iv) Notwithstanding (ii) above, for Employees working a regular shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of two dollars (\$2.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) 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 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 prior to eligibility for the above Plan 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). Effective on her or his date of enrolment into the 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) At time of hire or transfer, the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for each part-time Employee. Such hours and shifts shall not be altered except by mutual agreement between the Employer

and the Employee or by the operation of the provisions of this Collective Agreement.

- (iv) A part-time Employee may work shifts in addition to those specified in Article 30.01.
- (v) 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, 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.
- (vi) Where the Employer requires a part-time Employee to work without the Employee having volunteered or agreed to do so or on her or his 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 two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on one-half (1/2) of the weekends, averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means 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 30.01:7.01(a)(iii)."

(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):7.02(g) shall be as follows:

OPTION 1

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four **(4)** week cycle;
- (iv) designated days of rest to occur on alternate weekends. One **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Weekend” means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty and “Extended Weekend” means a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six **(6)** week cycle;
- (iv) designated days of rest on three (3) weekends in a six **(6)** week period, one of which will be an extended weekend. “Weekend” means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and “Extended Weekend” means a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).”

- (iii) Violation of any provision of Article 30.01 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 and casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven-five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1711.50) regular hours actually worked to the maximum increment granted full-time Employees.
 - (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) Vacations with pay
- (i) Amend Article 17.02 to read:
 - “17.02 (a) Only those hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.
 - (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

Staff Nurse

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

Hours worked during the vacation year at the rate specified in 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

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

Hours worked during the vacation year at the rate 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%).
- (f) *Employee with Less than a Year of Service*

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

- (g) 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 the Employee's 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) Unless otherwise requested 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 part-time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.”

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) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of her or his employment pursuant to Article 30.02(b).

30.03 Casual Employees

Except as modified in this Article, all provisions of the 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 three (3) 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

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

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

- (i) six percent (**6%**) of their regular earnings during the first (1st) employment year;
- (ii) eight percent (8%) of their regular earnings during the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) of their regular earnings during the tenth (10th) to nineteenth (19th) employment years;
- (iv) twelve percent (12%) of their regular earnings during the twentieth (20th) and subsequent employment years; in lieu of vacations with pay;
- (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.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 32: GRIEVANCE PROCEDURE

32.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Administrator of the Facility or in her or his absence, 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. In the event that the Union is unable to meet within the prescribed time limits, the Employer's request to extend time limits shall not be denied.

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

(a) **Step 1**

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

(b) **Step 2**

The grievance shall be submitted in writing to the Department Head within twelve (12) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The Department Head shall meet with the Union within five (5) days of receipt of the grievance to attempt to settle the dispute. The decision of the Department Head 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 (Resolution Meeting)**

The Parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted at Step 2. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the Parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing, to the Union within seven (7) days of the meeting.

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(d) **Step 4 (Arbitration)**

If the decision of the Employer 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 Employer.

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

32.04 Group and Policy Grievances

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A "Policy Grievance" is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Department Head or designate, or to the 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 Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

32.06 Grievance Mediation

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the Parties as soon as reasonably practicable and in a timely manner shall:

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

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

The fees and expenses of the mediator shall be shared equally between the Parties to the dispute.

ARTICLE 33: ARBITRATION

- 33.01 Either of the Parties wishing to submit a grievance to arbitration shall notify the other Party in writing of its intention to do so, and shall nominate an individual to serve as a sole arbitrator.
- 33.02 The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within seven (7) days of the receipt of notification provided for in Article 33.01 above, the Parties shall request the Director of Mediation Services to appoint an arbitrator.
- 33.03 At the request of either Party, a three person Arbitration board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party, within five (5) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The other Party shall respond, within five (5) days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.02.
- 33.04 After a sole arbitrator/Arbitration Board has been selected in accordance with the above procedure, 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 a decision in writing to the Parties within fourteen (14) days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a sole arbitrator shall be final and binding on the Parties.
- 33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or a sole arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the sole arbitrator or Board may substitute any penalty for the discharge or discipline that to the Arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07 The fees and expenses of the sole arbitrator shall be shared equally between the two Parties. Where an Arbitration Board is used, each of the Parties shall bear the expenses of its appointee to an Arbitration Board, and the fees and expenses of the chairperson shall be shared equally between the two (2) Parties.
- 33.08 Any of the time limits herein contained in the Arbitration proceedings may be extended only if mutually agreed to in writing by the Parties.
- 33.09 For the purposes of this Article periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01** (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month and, in addition, shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid 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 and adequate steps taken towards implementation within forty-five (**45**) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Board of Trustees of the Hospital concerned. The Board shall reply in writing to the Union within fourteen (**14**) calendar days of the presentation by the Union.
- 34.02** No Employee shall be assigned to work alone on a 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** No regularly scheduled shift shall begin or end between the hours of twenty-four hundred (**2400**) and zero six hundred (0600) hours without prior consultation with the Union.
- 34.05** (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and 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.

ARTICLE 35: IN-SERVICE PROGRAMS

- 35.01** (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-

service” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) Cardio-Pulmonary Resuscitation where required by the Employer;
 - (ii) Fire (hands on experience with equipment except where not required by the Institution’s established written fire procedures);
 - (iii) Evacuation and disaster procedures;
 - (iv) Proper lifting and transferring and prevention of injuries.
- (c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than twenty-three (23) hours per year. The twenty-three (23) hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.01(b) and shall include prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the pension plan to the Employees.
- (e) The Employer shall make available in each Facility no fewer than five (5) current nursing journals.

35.02 *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.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee shall be established with at least three (3) and up to five (5) Employees elected by the Union and equal number representatives of the Employer. A Chairperson shall be elected

from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten **(10)** days of receiving a written complaint or concern regarding patient/resident/client care.

- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both Parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care.
- (e) Where a complaint or concern is specific to one **(1)** unit, the 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 a complaint or concern is unresolved for more than forty-five **(45)** calendar days, that is, not having received a satisfactory answer from the Party or Parties concerned, either Parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present the complaint or concern to the Board of Trustees of the Institution concerned. The Board of Trustees will then give their reply to the Professional Responsibility Committee within fourteen **(14)** calendar days.
- (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.

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

36.04 (a) An Employee who has accumulated six hundred and eighty-four point six **(684.6)** or more regular hours actually worked 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.

(b) Regular hours actually worked in (a) includes:

- (i) Leaves of absence for union business,
- (ii) Other leaves of absence of one month or less,
- (iii) Time on sick leave with pay,
- (iv) Absences while receiving Workers' Compensation, and
- (v) Educational leave up to twenty-four (**24**) months.

ARTICLE 37: JOB DESCRIPTION

37.01 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in charge. Copies of such descriptions shall be on hand at each Nursing Unit and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

LETTER OF UNDERSTANDING

BETWEEN

(hereinafter referred to as the “Employer”)

AND

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

RE: UNIT

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

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

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

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT:

1. (a) Except as provided in (b) below, for the purposes of application of Article **34.02**, the Employer shall provide the Union with a list of areas in the Institution that the Employer has designated as a unit. Such list shall be provided to the Union no later than November **30, 2004**.
- (b) In the event that the Employer provided the Union with a list of areas in the Institution that the Employer has designated as a unit under the terms of a prior collective agreement, and the 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 in the Institution designated as a unit under the terms of a prior collective agreement, as information only.
2. If any concerns regarding Employee safety relative to the application of Article **34.02** are identified by the Union, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.
3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (**30**) days of receipt of the written notification pursuant to **#1** and **#8**, to the Board of Trustees of the Institution concerned.

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

4. Failing resolution of the dispute between the Parties, pursuant to #3 above, the Union may advance the dispute within thirty **(30)** days of response from the Board of Trustees to arbitration in accordance with Article 33 of this Collective Agreement.
5. In hearing the dispute pursuant to #4 above, the Board of Arbitration shall consider whether the designation of a 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 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 unit during the term of this agreement, subsequent to November **30, 2004**, 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

_____ (hereinafter referred to as the “Employer”)

AND

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

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, in a timely manner after the completion of the hearing.

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

**LETTER OF UNDERSTANDING
BETWEEN**

(hereinafter referred to as the "Employer")

AND

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

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their basic rate of pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their basic rate of pay for each full period of one thousand seven hundred and eleven point five (1,711.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks' pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15 and for whom no alternate vacant position is available and she/he does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15 of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision

to accept severance shall be deemed to have selected layoff in accordance with Article 15 of this Collective Agreement.

7.
 - (a) Employees who select severance 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 (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (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.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2006, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

(hereinafter referred to as the “Employer”)

AND

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

(hereinafter referred to as the “Employer”)

AND

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

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) Upon agreement of the Employer and the Union, this process may be used to achieve reductions in full-time equivalent (FTE) due to case mix index funding fluctuations. This may occur only once per year and only where

Employee requests for a decrease in regular hours will help accomplish the needed FTE reduction.

- (f) 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.
- (g) 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.

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.

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 or 30.
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, 2006, or on date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

_____ (hereinafter referred to as the "Employer")

AND

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

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 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 37.01 accurately reflect the roles and responsibilities of the person designated in charge of the 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, 2006, 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**

(hereinafter referred to as the “Employer”)

AND

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

RE: RETROACTIVITY

Former Employees who have voluntarily resigned from the Employers named in this Collective Agreement who wish to apply for retroactive pay must apply to the Employer, in writing, within thirty **(30)** days of the date of ratification of this Collective Agreement.

The Parties agree that the provisions of this Letter of Understanding will also apply to laid off Employees and to the estate of deceased Employees.

This Letter of Understanding shall expire thirty **(30)** days from the date of ratification of this Collective Agreement.

LETTER OF UNDERSTANDING
BETWEEN
ST. MICHAEL'S LONG TERM CARE CENTRE - EDMONTON
AND
THE UNITED NURSES OF ALBERTA, LOCAL #150
(hereinafter referred to as the "Union")

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

NOW THEREFORE the Parties agree with each other as follows:

1. Amend Article 7.02(a) as follows:
"7.02 (a) The Employer may, subject to Articles 7.04(a) and 7.04(b), temporarily (for not more than three [3] months) assign Employees to any or all shifts during the twenty-four (24) hours of the day."
2. Article 7.02(c) to 7.02(f) inclusive to be replaced by the following:
"7.02 (c) Subject to #1 above, seniority shall be the deciding factor in the allocation of ~~an~~ exclusive shift pattern as follows within a unit:
 - (i) Days;
 - (ii) Evenings;
 - (iii) Nights.
(d) Once an Employee has been allocated an exclusive shift pattern, seniority shall be considered only when a vacancy occurs on the unit and a request for a change shall be given precedence over the requirements set out in Article 14.01(a) and 14.02(a)."

LETTER OF UNDERSTANDING
BETWEEN
YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
AND
THE UNITED NURSES OF ALBERTA, LOCAL #154
(hereinafter referred to as the "Union")

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

NOW THEREFORE the Parties agree with each other as follows:

1. Amend Article 7.02(d) to (f) inclusive as follows:

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

- (i) Permanent days;
- (ii) Permanent evenings;
- (iii) Permanent nights.

(e) Shall not apply

(f) Shall not apply”

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

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

- (i) at least fifteen point five (**15.5**) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest, except ~~that~~, once in a four (4) week period, there may be a single day of rest;
- (iii) days of rest on alternate extended weekends. “Extended Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of seventy-nine point seven five (79.75) hours off duty;
- (iv) not more than six (**6**) consecutive scheduled days of work.”

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

3. Amend Article **29**: Pension Plan to read:

- “29.01** The Employer shall continue the Pension Plan to provide benefits for participating Employees, providing they are scheduled to work at least fourteen (14) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the Plan.
- 29.02** Contributions to the plan shall be shared equally, with fifty percent (50%) paid by the Employer and fifty percent (50%) paid by the Employee.
- 29.03** The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan prior to eligibility for the Plan and when there are changes to the Plan.
- 29.04** Effective January 1, 2002, the Employer shall provide a supplemental pension plan in the form of a Registered Retired Savings Plan (RRSP). Effective on her or his date of enrolment into the RRSP, a Regular Employee shall have the right to contribute up to two per cent (2%) of his or her regular earnings into the RRSP. The Employer shall match the Employee’s contributions into the RRSP.”

LETTER OF UNDERSTANDING

BETWEEN

BETHANY NURSING HOME OF CAMROSE, ALBERTA
(The Bethany Group at Rosehaven Care Centre - Camrose)
(hereinafter referred to as the "Employer")

AND

THE UNITED NURSES OF ALBERTA, LOCAL #204
(hereinafter referred to as the "Union")

RE: OUTREACH 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 Outreach Nurses;

NOW THEREFORE the Parties agree with each other as follows:

1. The Outreach Nurse position shall not be assigned without the express consent of the Employee.
2. Amend Article 2 to include:

"2.19 "Outreach Nurse" means an Employee assigned Outreach duties with responsibility for:

 - (i) patient and family assessment;
 - (ii) liaison between the institution and the community;
 - (iii) resource coordination;
 - (iv) education in the community;
 - (v) public relations in the community."
 3. Amend Article 7 to read:

"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 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;
 - (e) time spent in travel between the Institute and the assigned place of work shall be paid at straight time rates but shall not be included in any calculation of eligibility for overtime or of overtime pay;
 - (f) time off-duty at a remote location (e.g. overnight lodging) shall not be considered to be time worked.
- 7.02 If an Employee is recalled to duty during the Employee's meal period, the Employee shall be given the time not so taken later in the day.
- 7.03 Outreach 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. 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 Outreach 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 the four (4) week cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends."

4. Amend Article 8 to read:

- 8.01** Overtime is all time worked by an Outreach 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 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 Outreach Nurses for work performed in excess of thirty-six point eight one

(**36.81**)hours in a week averaged over the four (**4**) week cycle of the shift schedule.

8.03 Overtime rates pursuant to **8.01** (a) shall apply in the event the Outreach position is assumed by a Nurse subsequent to commencing a shift in her or his regular position.”

5. Amend Article 10 to include:

“**10.03** Outreach Nurses, where travel is required, will be provided with a vehicle by the Employer for this purpose.”

6. Add a new Article Expense Payments to read:

“**38.01** Reasonable, necessary and substantiated expenses incurred by an Outreach Nurse in the course of the Employee’s duties shall be paid by the Employer.

38.02 Reimbursement for the above expenses shall be paid on a monthly basis in cheques made out to the Employee which are separate from her or his regular pay cheque.”

7. SALARY APPENDIX

Employees when working as Outreach Nurses shall be compensated at the Registered Nurse rate.

SALARY APPENDIX

Registered Nurse

Registered Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	24.70	25.65	26.60	27.55	28.51	29.45	30.41	31.31	32.42
April 1, 2003	25.56	26.55	27.53	28.51	29.51	30.48	31.47	32.41	33.55
April 1, 2004	26.33	27.35	28.36	29.37	30.40	31.39	32.41	33.38	34.56
April 1, 2005	27.12	28.17	29.21	30.25	31.31	32.33	33.38	34.38	35.60

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	22.61	23.30	23.80	24.23	24.62	25.12	25.92	26.68	27.61
April 1, 2003	23.40	24.12	24.63	25.08	25.48	26.00	26.83	27.61	28.58
April 1, 2004	24.10	24.84	25.37	25.83	26.24	26.78	27.63	28.44	29.44
April 1, 2005	24.82	25.59	26.13	26.60	27.03	27.58	28.46	29.29	30.32

Assistant Head Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	25.54	26.63	27.70	28.75	29.79	30.88	31.87	32.81	33.96
April 1, 2003	26.43	27.56	28.67	29.76	30.83	31.96	32.99	33.96	35.15
April 1, 2004	27.22	28.39	29.53	30.65	31.75	32.92	33.98	34.98	36.20
April 1, 2005	28.04	29.24	30.42	31.57	32.70	33.91	35.00	36.03	37.29

Head Nurse and Instructor

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	27.03	28.19	29.40	30.57	31.78	33.01	34.03	35.04	36.27
April 1, 2003	27.98	29.18	30.43	31.64	32.89	34.17	35.22	36.27	37.54
April 1, 2004	28.82	30.06	31.34	32.59	33.88	35.20	36.28	37.36	38.67
April 1, 2005	29.68	30.96	32.28	33.57	34.90	36.26	37.37	38.48	39.83

Undergraduate Nurse

April 1, 2002	18.55
April 1, 2003	19.20
April 1, 2004	19.78
April 1, 2005	20.37

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: _____

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