

COLLECTIVE AGREEMENT

BETWEEN

**ALBERTA HEALTH SERVICES
COVENANT HEALTH
LAMONT HEALTH CARE CENTRE
THE BETHANY GROUP (CAMROSE)**

- and -

THE UNITED NURSES OF ALBERTA

FOR THE PERIOD

APRIL 1, 2013 - MARCH 31, 2017

COLLECTIVE AGREEMENT MADE THIS 7TH OF AUGUST 2014, BETWEEN ALBERTA HEALTH SERVICE, LAMONT HEALTH CARE CENTRE AND THE BETHANY GROUP AND THE UNITED NURSES OF ALBERTA

COLLECTIVE AGREEMENT MADE THIS 13TH OF AUGUST 2014, BETWEEN COVENANT HEALTH AND THE UNITED NURSES OF ALBERTA.

PREAMBLE

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, ~~2010-2013~~ or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification (~~June 30, 2010~~) by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, ~~2013~~**2017**, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 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.

1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

~~1.04 For the term of this Collective Agreement, the Employer and the Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.~~

ARTICLE 2: DEFINITIONS

- 2.01 “Ambulance” shall include any vehicle or conveyance used for Ambulance duty.
- 2.02 “Arbitration” shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, c. L-1 and Regulations*, 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 **and the Long Service Pay Adjustment** but exclusive of all other allowances and premium payments.
- 2.04 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one **(1)** 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: Hours of Work and Scheduling Provisions;
- (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: Hours of Work and Scheduling Provisions.
- (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 12 months; or
- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three **(3)** months; or

- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three **(3)** months.
- 2.05 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.06
 - (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 and Regulations.
 - (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
 - (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.
 - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered psychiatric nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three **(3)** consecutive hours, exclusive of overtime hours.
- 2.10
 - (a) “Union” shall mean the United Nurses of Alberta.
 - (b) “Local” shall mean the local branch of the Union.
- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term

- “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding 12 weeks.
- 2.14 “Service” means a service or program.
- 2.15 “Transfer of a Program” means a transfer of all or part of a Service or program and related Employees from one **(1)** Employer to another, or from one **(1)** bargaining unit to another with the same Employer.
- 2.16 “Service Relocation” means a change in the location for the delivery of a Service or part of a Service from one **(1)** site to another run by the same Employer in the same bargaining unit. The creation of multi-site positions is not, of itself, a Service Relocation.
- 2.17 “The Relocation Committee” means the committee created under Article 44.
- 2.18 “Site” means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.
- 2.19 “FTE” means full-time equivalent.

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. The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 Where voluntary recognition exists, the Employer recognizes the Union as the exclusive bargaining agent for all Employees engaged in direct nursing care or nursing instruction except as has otherwise been agreed between them in practice or in writing or as may be agreed between them in writing hereafter.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.04 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**
- 3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.**

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 will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01
- (a) The Employer shall deduct the monthly membership dues **and Local levies** as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, by the 15th day of the next month.
 - (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated.
 - (c) The Employer shall provide to the Union on a monthly basis, **in an electronic format**, either as part of the report in (b) or separately, listings of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For Regular and Temporary Employees, their seniority date;

- (vi) Unit (where applicable);
- (vii) **Home Site**;
- (viii) Address;
- (ix) Basic Rate of Pay;
- (x) Unique Employee Identifier (to the extent the Employer's system is capable)
- (xi) Long-term absence status (where applicable); and

unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire. Long-term absences shall mean any absence exceeding six **(6)** months in duration.

~~(d) Where the Employer maintains the information electronically, the lists referred to in (b) and (c), (individually or combined) shall be provided where possible in electronic format. The parties will meet to try to agree upon suitable electronic formats.~~

5.02 ~~The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure. **The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues and Local levies structure.**~~

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

5.04 (a) The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local'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.

(b) **The Employer agrees to allow a UNA binder on each unit, program or office where patient/resident/client care is provided. The Employer reserves the right to require that material damaging to the Employer be removed.**

5.05 (a) **On a bi-weekly basis the Employer agrees to provide the Union with a list of new Employees at each site.** A representative of the Local shall have the right to make a presentation of up to 45 minutes ~~at the orientation of~~ **to** 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~~ **and** further that a representative of the Employer may be present at such presentation. **Such attendance by the Employer shall be at no loss of regular earnings.**

- (b) ~~The Employer Local shall advise~~ **provide at least 14 working days notice to the Local President or designate Employer** of the date, time and place for each ~~presentation orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Local President or designate the number of new Employees expected at the orientation.~~
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) ~~All such leave shall be without pay.~~ **Excluding those Employees on a full time union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent administration fee.**

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,~~ **ancestry, place of origin, source of income,** political or religious belief, ~~sex~~**gender,** sexual orientation, **family status,** 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 are:

- (i) 7.75 consecutive hours per day; and
 - (ii) 36.81 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall:
- (i) include, as scheduled by the Employer, two **(2)** rest periods of 15 minutes during each full working Shift of 7.75 hours; or
 - (ii) include, as scheduled by the Employer, one **(1)** rest period of 30 minutes during each full working Shift of 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 15 minutes during each half Shift of not less than four **(4)** hours; and
 - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four **(4)** hours. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:
- (i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.
- (e) Full-time ~~in~~Instructors, **Clinical Nurse Specialists and Nurse Clinicians** may work flexible hours by agreement between the **Employee** ~~Instructor~~ and the Employer.

- (f) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Shift Schedules**

- (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.
- (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.

An application in response to a position posted with Shift patterns (iii), (iv) or (vi) constitutes an Employee request for the purposes of this section.

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

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two **(2)** blocks per year totalling not more than 14 calendar days.
- (e.1) An Employee who has requested to work Shift patterns (iii), (iv) or (vi) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (iii), (iv) or (vi), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.

Employees working Shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing:

- (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
 - (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on 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.
 - (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.
- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each Shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below 2/5 when it is mathematically impossible to assign all available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.
 - (f.2) The provision that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units day duty at least 50% of the time over one **(1)** complete Cycle of the Shift Schedule shall

continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 15.5 hours off duty between Shifts;
 - (ii) at least two **(2)** consecutive days of rest;
 - (iii) days of rest on ½ of the weekends averaged over one **(1)** complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two **(2)** consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday.** Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
 - (iv) not more than six **(6)** consecutive scheduled days of work.
 - (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend.**
- (g.1) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units days of rest on at least nine **(9)** out of 12 of the weekends averaged over one **(1)** complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.
- (h) Two **(2)** optional scheduling systems are available which may be applied with written agreement between the Employer and the Local. 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 15.5 hours off duty between Shifts;
- (ii) at least two **(2)** consecutive days of rest;
 - (iii) days of rest on alternate weekends. One **(1)** weekend in each four **(4)** week period shall be an extended weekend.

“Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

- (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 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 **(1)** of which shall be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday** and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

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

- (i) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

7.03 Schedule Posting

- (a) Shift schedules shall be posted 12 weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks.

- (c) The Employer shall provide the Local with a copy of each Shift schedule upon request.

7.04 **Schedule Changes**

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving 14 days notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled Shift, but not their scheduled days off, without giving 14 days notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days notice of change shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 **Employee Shift Exchange**

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

- (d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
- (e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave:

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four **(4)** hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.
- (b) and fewer than four **(4)** hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) **No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.**

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Local **provided the proposed schedule does not result in any additional costs.**

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.

- (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 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 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04
- (a) The Employer shall endeavour to minimize the use of mandatory overtime.
 - (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
 - (c) An emergency is a circumstance that calls for immediate action.
 - (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07
- (a) Where an Employee works overtime immediately following her or his Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing his or her next Shift, without loss of earnings.
 - (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: ON-CALL DUTY/CALL BACK

9.01 On-Call

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

9.02 On-Call Regulations

- (a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for "on-call duty" shall be posted in advance for the period specified in Article 7.03.
- (ii) Except by mutual agreement between the Employee and Employer, if, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.
- (b) Where there are Employees working on a unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to vacation or the evening prior to an approved leave of absence.
- (c) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).
- (d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:
 - (i) more than seven **(7)** consecutive days;
 - (ii) more than 72 consecutive hours; and
 - (iii) where possible, not more than one **(1)** weekend in four **(4)**, or in any event no more than two **(2)** weekends in a five **(5)** week period.
- (e) The Employer shall establish a roster on which Employees may indicate their interest in performing on-call duties for areas other than the Employee's unit. In assigning on-call duties, the Employer shall first consider the Employees on the roster when assigning Employees to on-call for areas other than the Employee's unit. Employees shall only be assigned on-call duty for areas where the Employee has received appropriate orientation.

9.03 The Employer shall pay \$3.30 per hour to an Employee who is assigned on-call duty on a regular work day, and \$4.50 per hour to an Employee who is assigned on-call duty on her or his days of rest or Named Holiday.

9.04 Call Back Pay

- (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three **(3)** hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one **(1)** call for the purpose of determining call-back pay.
- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three **(3)** hours, whichever is the longer, at the overtime rate.

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

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

- 9.07 (a) Where an Employee works pursuant to this Article and there is not a minimum of eight **(8)** consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight **(8)** consecutive hours of rest before commencing his or her next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

9.08 Telephone Consultation

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

ARTICLE 10: TRANSPORTATION

10.01 An Employee who is called back pursuant to the provisions of Article 9: On-Call Duty/Call Back shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of 50.5¢ per kilometre from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).

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

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

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

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

LESS

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

EQUALS

Reimbursement to a maximum \$500 or in accordance with Employer Policy, whichever is greater, upon submission of receipts for annual insurance policy.

10.05 (a) Full-time Employees required by the Employer to have an automobile for use in their employment shall receive \$130 per month on account of that requirement.

(b) Allowances for Part-time Employees shall be paid monthly and pro-rated based on the Employee's FTE and then adjusted quarterly to reflect the FTE of the hours worked in the preceding quarter.

(c) **Casual Employees shall be eligible for allowances based on all hours worked in a program/department where the Manager requires them to provide a vehicle for work.** Allowances for Casual Employees shall be

calculated and paid quarterly, based on the FTE of the hours worked in the preceding quarter.

- (d) Allowances under this section will not be paid on account of periods of approved leave after the first 30 days of that leave.

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

10.07 (a) Time spent traveling between sites during the workday is work time.

- (b) Time spent traveling to an Employee's home site at the start of the day, or returning from the Employee's home site at the end of the day is on the Employee's own time and unpaid.

- (c) When the Employee is required to report to a site or other location at the start of their day, or to end their work day at a site or other location other than their home site, the travel, to the extent it extends beyond normal working hours, is on the Employee's own time unless the one (1) way trip adds more than 20 kilometres to their travel. In that case, the Employee will be paid kilometrage and time for their additional travel. The question of whether the trip adds more than 20 kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee's residence or at the Employee's home site.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period. **(Amended in Article 37 for Extended Work Days)**

- (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. **(Amended in Article 37 for Extended Work Days)**

11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the **home** site shall be provided prior to the conclusion of the aforementioned seven (7) Shifts. Where the Employee will be on rotating Shifts, the first four (4) Shifts shall be day Shifts and the Employee's first two (2) Shifts on evenings and nights shall be under guidance or supervision. The

broader orientation to the organization may be provided beyond the aforementioned seven (7) Shifts as determined by the Employer. **A request by an Employee for additional orientation shall not be unreasonably denied.**

11.04 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

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

(b) Continuous service within the bargaining unit shall include:

(i) service as a bargaining unit Employee in direct nursing care or community health nursing; and

(ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause

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 be considered in determining:

(a) (i) selection of newly created Shift schedules of the same FTE, **by Regular Employees of the Unit, Program or Office**, subject to Article 7: Hours of Work and Scheduling Provisions. For "at" Employees the selection to occur within the unit, for "at or out of" Employees the selection to occur within the program and site. This provision shall not be used to change from the standard workday to the extended workday (or *vice versa*); and

(ii) selection of vacant Shift schedules of the same FTE, **by Regular Employees of the Unit, Program or Office** subject to Article 7: Hours of Work and Scheduling Provisions. For "at" Employees the selection to occur within the unit, for "at or out of" Employees the selection to occur within the program and site. For Employees in temporary positions, this provision shall not be used to change from the standard workday to the extended workday (or *vice versa*);

- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) approval of vacation times.

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

- (a) when an Employee resigns;
- (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or
- (c) if, subject to the provisions of Article 15: Layoff and Recall, 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: Layoff and Recall.

- (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 home site and unit.

- (c) *Correction of Seniority Lists*

The Union or Local 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)(ii), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.
- (e) **Seniority Tie-Breaking**
- (i) **Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.**
 - (ii) **Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.**

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a **position which is out of the scope of this bargaining unit**~~an excluded position~~ and when employment in the **out of scope**~~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.

12.06 An Employee who has accrued seniority with **this Employer or** another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their 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 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) **The Employer shall strive to provide each Employee** ~~Each Employee shall receive a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.~~
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.

- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least ~~two (2)~~ **five (5)** working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, ~~on~~ **at the Employees home** site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local 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 ~~in for each Local site~~ in the bargaining unit not less than ~~ten~~ **10** calendar days in advance of making an appointment. **Each vacancy shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number.** A copy of such notice shall be forwarded to the ~~Local~~ **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 casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.

- (d) All notices of vacancy shall include:
 - (i) a general description of the work;
 - (ii) whether the position is an at a site position or an at or out of a site position;
 - (iii) the home site and other sites if the position is a multi-site position;
 - (iv) the unit (if applicable) and program;
 - (v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and
 - (vi) the commencement date for the position, **which may be altered by mutual agreement between the Employee and the Employer.**
 - (vii) **For temporary positions, the notice of vacancy shall also indicate the expected term.**

These may only be altered through the operation of the Collective Agreement.

- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

14.02 (a) A vacancy resulting from either:

- (i) the creation of a specific job of limited term exceeding three **(3)** months² duration; or
- (ii) a leave of absence granted for a period known to be longer than three **(3)** months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), **or** 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 their 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 their 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) For temporary positions on another unit (for “at” Employees) or program (for “at or out of” Employees), 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, except by mutual agreement between the Employee and the immediate supervisor.
 - (iii) For temporary positions in the same unit (for “at” Employees) or program (for “at or out of” Employees), such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.02(a) that are in the same unit/program as the Employee’s current temporary position.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the ~~Union~~Local. 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 **and shall specify the posting number.**

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

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

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

- 14.06 When an Employee is promoted from one **(1)** 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 325.5 hours worked (exclusive of any theoretical component required by the Employer) 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 either:
- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to their former position,
- the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. 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 their 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: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee's first three **(3)** Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two **(2)** Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.

- 14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 14.10 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle;
 - (d) date of hire and transfer (if applicable);
 - (e) increment level; and
 - (h) the site or sites the person will work "at", or "at or out of", as the case may be.

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

- 14.11 In instances where a Regular Employee accepts a regular or temporary ~~managerial~~ position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Local shall be notified whenever this clause is applied.
- 14.12 Each Employee shall have only one **(1)** employment relationship within the bargaining unit with the Employer.
- 14.13 Employees are not permitted to apply for vacancies to add to their existing position.
- 14.14 Employees ~~in any regular position~~ may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one **(1)** employment relationship.
- 14.15 Decreasing or Increasing Regular Hours of Work

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;

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.
 - (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's 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 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
- (ii) 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.
- (iii) 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 Article 14.15 equals or exceeds .4 FTE, they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 14.15 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
- (v) A Regular Full-time or Regular Part-time Employee cannot decrease her or his FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.
- (vi) Where the number of Employees making such requests in the 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.

- (vii) Where a regular extended Shift Employee decreases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for Regular Part-time Employees:
 - (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
 - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.15(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
- (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
- (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.15(b)(i)(B) above.
- (iv) A request to increase 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.
- (v) Any unassigned hours following the completion of Article 14.15(b) above will not remain subject to the provisions of Article 14.15.
- (vi) 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.
- (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.15.
- (viii) 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.
- (ix) Where a Regular Part-time extended Shift Employee increases her or his regular hours of work, the agreement referred to in Article 37.01 of

the Collective Agreement, if required, shall be altered to reflect that change.

- (c) No Employee may decrease or increase her or his regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.
- (d) Any redistribution of hours as a result of the operation of Article 14.15 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 14.15 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 or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article 14.15 shall be provided to the Local forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 14.15 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.15 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 37: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.15(b)(iii) apply.

ARTICLE 15: LAYOFF AND RECALL (Amended in Article 30 for Temporary Employees)

- 15.01
- (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
 - (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the

administrative and operational complexities arising out of the application of this Article in a province-wide bargaining unit. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

15.02 Notice

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 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, 28 calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

15.03 Order of Layoff

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

15.04 Displacement

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

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Local of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the

Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 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 their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one **(1)** Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
 - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.

- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

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

15.07 An Employee on layoff shall have the right to accept recall to another UNA certified bargaining unit or Employer covered by the Multi-Employer/United Nurses of Alberta Collective Agreement located within the same geographical health region where the Employee's site is located. This shall apply when the receiving Employer is unable to fill the position through the operation of Articles 15.05 or 15.10. The Employee shall have the right to decline recall to a position with another Employer without adversely affecting the Employee's recall status with her or his current Employer.

15.08 **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 the laid off Employee for the duration of the layoff to 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.

15.09 **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: Hours of Work and

Scheduling Provisions, 9: On-Call/Call Back, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.

- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
 - (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
 - (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.
- 15.10
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five (5) calendar days of posting. Employment competitions posted pursuant to Article 15.10(a) shall be limited to Regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
 - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.10.
 - (d) Applications pursuant to Article 15.10(a) shall be made to the Employer in writing.
 - (e) In making promotions and transfers pursuant to Article 15.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
 - (f) Where there is:
 - (i) a vacancy resulting from an appointment under 15.10(a), or

- (ii) when there are no suitable applicants for a vacancy posted under Article 15.10(a),

recalls shall be carried out in accordance with Article 15.05.

- (g) The name of the Employee appointed pursuant to Article 15.10(e) shall be posted for not less than eight **(8)** calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five **(5)** working days of the appointment.

15.11 Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed up to 15.5 hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews. { TC "16 RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE" \f C \l "1" }

ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE

16.01 Responsibility Allowance

- (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least 25% of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid \$2.00 per hour in addition to the Employee's Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

16.02 In 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)
 - (i) 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 \$2.00 per hour.
 - (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.

- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Where, as of June 14, 2010 the person in charge of a unit on a specific Shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific Shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.
- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.03 No Employee shall receive payment under both Article 16.01 and Article 16.02 concurrently.

16.04 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid \$3.00 per hour in lieu of the premium outlined in Article 16.01(a) or Article 16.02(b).

16.05 **Temporary Assignment**

Notwithstanding Article 2.04(b)(iii), Regular or Temporary Employees may be assigned to relieve others for additional duties.

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Responsibility Allowance as per Article 16.01, such Employee shall receive an amount not greater than the amount provided in Article 16.01.
- (b) When an Employee is assigned to replace another Employee in a higher paid classification for one **(1)** full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
- (c) 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 \$2.00 per hour.

16.06 **Preceptor Pay**

- (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 65¢ per hour.

- (c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article:

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

17.02 Vacation Entitlement

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

- (a) *Staff Nurse and Assistant Head Nurse*

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

- (i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;
- (ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;
- (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

- (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) *Head Nurse, ~~and~~ Instructor, Clinical Nurse Specialist and Nurse Clinician*
 - (i) during each of the 1st to 9th years of employment, an Employee earns a vacation of 20 working days;
 - (ii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iii) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

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

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

(d) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of 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 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 35 years of continuous service, Employees shall have earned an additional five **(5)** work days vacation with pay.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five **(5)** work days vacation with pay.

- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (e) Where a voluntarily terminated new 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 their employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

17.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever are applicable) who can be granted vacation at the same time. **An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15th of that year.** Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit, program or site (whichever are applicable) shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and

- (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one **(1)** unbroken period.
- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four **(4)** weeks.
- (g) 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 2X her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with
 - (ii) 6% in the case of an Employee entitled to 15 working days vacation per annum; 8% in the case of an Employee entitled to 20 working days vacation per annum; or 10% in the case of an Employee entitled to 25 working days vacation per annum; or 12% in the case of an Employee entitled to 30 working days vacation per annum; of the Employee's regular earnings from the 1st day of _____ in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* 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 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

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

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

ARTICLE 18: NAMED HOLIDAYS (Amended in Article 30 for Part-time and Casual Employees)

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

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

August Civic Day

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta;
- (ii) The Government of Canada; and
- (iii) any one **(1)** day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

- (b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a “Floater” holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee’s Basic Rate of Pay.

(Additional provision 18.01(c) in Article 37 for Extended Work Days)

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) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee’s Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time;
- (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) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee’s Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time;
- (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.

(c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 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.

(d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a named holiday 2.5X their basic rate of pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.

(additional provision 18.03(e) in Article 37 for Extended Work Days)

18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.

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

18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four **(4)** of the actual Named Holidays. Unless otherwise requested by the Employee, one **(1)** 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 R.S.A. 2000, c. W-15 and Regulations*.

(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 1 ½ working days for each full month of employment up to a maximum credit of 120 working days. **(Amended in Article 30 for Part-time and in Article 37 for Extended Work 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. **(Amended in Article 37 for Extended Work Days)**
- 19.04 Employees may be required to submit satisfactory proof to the Employer **or its agents** of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 (a) When an Employee has accrued the maximum sick leave credits of 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. **(Amended in Article 37 for Extended Work Days)**
- (b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than 120 days of sick leave credits shall be entitled to use the additional credits until they fall below the 120 days; thereafter, the Employee shall not accrue greater than 120 days.
- 19.06 Sick leave shall be granted:
- (a) if an Employee becomes ill during her or his vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or
- (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three **(3)** working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three **(3)** working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

- 19.07 (a) An Employee who has been receiving Long-term Disability (LTD) benefits and who is able to return to work and who is:
- (i) capable of performing the duties of her or his former position, shall provide the Employer with two **(2)** weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability; or
 - (ii) incapable of performing the duties of her or his former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.
 - (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.
- (b) An Employee who does not qualify for LTD 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 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one **(1)** months notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee, 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 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six **(6)** months of the date of termination of employment. Otherwise, sick leave credits shall be

cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.

- (b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have his or her frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- (iii) Where an Employee terminates their employment with the Employer, and within six **(6)** months of termination, obtains a casual position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port their sick leave bank to the new employer. The Employee's sick leave bank shall be frozen. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (iv) Where an Employee terminates their employment with the Employer, and within six **(6)** months of termination, obtains a regular or temporary position with an Employer which is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous employer.

19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two **(2)** hours during one **(1)** work day. If the absence is longer than two **(2)** hours, the whole period of absence shall be charged against their accumulated sick leave.- Employees may be required to submit satisfactory proof of appointments.

19.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.

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 1/10th of a 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 1/10th of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).

20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
- (b) incapable of performing the duties of her or his former position, but is capable of performing the duties of her or his former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or
- (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-term Disability or Long-term Disability, in accordance with Articles 19: Sick Leave or 21: Prepaid Health Benefits.
- (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: Hours of Work and Scheduling Provisions, 14: Promotions, Transfers & Vacancies and 37: Extended Work Day.

20.04 In reinstating an Employee under Article 20.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to their home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

ARTICLE 21: ~~PREPAID HEALTH~~ EMPLOYEE BENEFITS

21.01 **Effective the first of the month following 90 days after the date of ratification or January 1, 2015, whichever is later, the Employer shall provide the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (“Plan”). The Plan will be compulsory for all eligible Employees and will include the following:**

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

- (a) ~~The HOBP-HBTA~~ Supplementary **HEALTH** Benefits Plan, ~~or equivalent, which provides benefits at no less than those in place on October 1, 2007~~ inclusive of:
- (i) vision care coverage providing for annual eye exams and up to \$600 every two **(2)** calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
 - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel criteria that medication must be ~~prescribed to correct or treat a medical condition based on a diagnosis made by a physician, dentist or nurse practitioner~~ a substance:
 - (A) prescribed by a physician, dentist, pharmacist or nurse practitioner to correct or treat a medical condition: that is**
 - (B) based on a diagnosis made by a physician, dentist or nurse practitioner; and**
 - (C) which is required to be consumed (orally, by injection, absorbed or inhaled); and is**
 - (D) dispensed by a pharmacist.**
- (b) Alberta Health Care Insurance Plan;
- (c) ~~The HOBP-HBTA or equivalent, inclusive of:~~
- (i) ~~Group~~ **BASIC** Life Insurance (1X basic annual earnings rounded to next highest \$1000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1000);

- (iii) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-term Disability shall become effective on the first 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 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
- (iv) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and

(d) The ~~HOBP~~ HBTA Dental Benefits Plan or equivalent, inclusive of:

- ~~(v)(i) Alberta Blue Cross current Usual and Customary Dental Plan or equivalent, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.~~

21.02 Where the benefits specified in Article 21.01 are provided through **administrative or insurance contracts** 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 75% by the Employer and 25% by the Employee.

21.04 The Employer shall ~~distribute~~ **make available** to all Employees brochures and other relevant information concerning the above plans, upon hiring and **to all Employees and the Union** when there are changes to the plans.

21.05 The Employer shall:

- (a) provide one **(1)** copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c).

21.06 Such coverage shall be provided to regular and Temporary Employees, except for:

- (a) Part-time Employees, whose regularly scheduled hours of work are fewer than 15 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule; and
- (b) Temporary Employees, who are 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(gd) above.

21.07 Providing the Employee is actively at work:

- (a) **supplementary health and dental plan benefits commence on the hire date if the hire date is the first of the month or for those hired after the first of the month benefits commence the first day of the month following the date of hire into a benefits eligible position; and**
- (b) **all other benefits commence on the date of hire into a benefits eligible position, or where applicable, the date the insurer approves the coverage.**

21.08 Retiree Supplementary Health Care and Dental Coverage (ARTA benefit plan)

- (a) **The Employer agrees to take all necessary steps to facilitate the enrollment of retired Employees on the Alberta Retired Teachers' Association (ARTA) Benefit Plan for supplemental health care and dental coverage, including:**
 - (i) **Obtaining all relevant information from the ARTA benefit plan and sharing the information with the union.**
 - (ii) **Working with the ARTA to develop information materials for retired and retiring employees.**
 - (iii) **Providing retiring employees with the information to facilitate their enrollment on the ARTA benefit plan.**
- (b) **Enrolment in the ARTA benefit plan will be subject to the terms and conditions of the ARTA benefit plan.**
- (c) **The Employer and the Union will post the information for retired and retiring Employees on their web sites.**
- (d) **All retired and retiring Employees wishing to access the ARTA benefit plan must become ARTA members.**
- (e) **The premiums for retiree supplementary health care and dental coverage shall be paid 100% by the retiree.**

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in ~~Article 22.01(e)~~, **Articles 22.04 and 22.05** 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: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- ~~(c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.~~
- ~~(d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.~~
- (e) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one **(1)** month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one **(1)** month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Articles 22.04(c) or 22.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to their home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

22.02 **General Leave**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

22.03 **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.

22.04 **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 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) **For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.**
- (d) **Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a**

valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.

- (e) **75%:25% premium cost sharing will continue for twelve full weeks of adoption/paternity leave and for twelve full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the adoption/paternity leave or prior to the conclusion of the health-related period of maternity leave (as the case may be).**
- (f) 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 that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

22.05 Adoption/Paternity Leave

- (a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to 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 the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one (1) days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) **75%:25% premium cost sharing will continue for twelve full weeks of adoption/paternity leave and for twelve full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium**

prior to the commencement of the adoption/paternity leave or prior to the conclusion of the health-related period of maternity leave (as the case may be).

22.06 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 24 months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) 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.

22.07 Court Appearance

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matter or as a witness in any matter 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: Hours of Work and Scheduling Provisions.
- (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.

22.08 Special Personal Leave

- (a) Each Employee shall be entitled to three (3) personal leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.
- (b) If Employment commences on or after August 1st of the year, personal leave days will be prorated for the remainder of the year as follows:
 - (i) August 1st – November 30th: two (2) personal leave days
 - (ii) December 1st – March 31st: one (1) personal leave day.

~~Each calendar year, each Regular and Temporary Employee shall be entitled to up to four (4) special leave days without loss of pay, as either family leave or pressing necessity leave.~~

22.09 (ba) 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.

- (eb) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave **Terminal Care Leave** in accordance with Article 22.08(a) and (b) when circumstances make it reasonable to do so.

22.0910 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

22.1011 Leave for Public Affairs

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave

of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four **(4)** years.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01 Unsatisfactory conduct or performance that is not serious enough to warrant a written warning or suspension shall result in

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 Local 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 Local 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 Local forthwith and in any event not later than five **(5)** days of the action being taken. The action of suspension or dismissal shall be within ~~ten~~ **10** days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

- 23.04 An Employee who has been subject to disciplinary action may, after one **(1)** year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two **(2)** years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary

action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.
- 23.11 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, 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: Named Holidays.**

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:
- (i) 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
 - (ii) in all other cases, a nurse who is not registered on her or his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (b) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder:
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, 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
 - (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act, and Regulations*, and who subsequently qualifies to have her or his name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they 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. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.~~

- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) 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 institution

Course/Certificate	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Certified Diabetes Educator Certificate	50¢
Board of Lactation Consultant Examiners Certificate	50¢
Canadian Nurses Association Certification	50¢
Active registration in the CARNA plus	
Degree or Diploma in Psychiatric Nursing (or vice versa or a Diploma or Degree in Nursing plus active registration in CRPNA)	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than

those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.

- (c) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
 - (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), **College and Association of Registered Nurses (CARNA)** or International Qualifications Assessment Service (IQAS); or
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.

- 26.03 (a) Allowances for education are not cumulative, and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.
- (b) In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a Canadian Nurses Association Certification or International Board of Lactation Consultant Examiners Certification must be applicable to the position held by the Employee and must be current.
- (c) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nurses Association, the Employee will receive an additional hourly allowance in the amount of 50¢ per hour which will form part of the Employee's Basic Rate of Pay.

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 for the qualification or from the date of hire, whichever is later, **to a maximum of twelve months.**

26.05 The parties agree that this Article shall be administered as follows with respect to clinical courses and certifications:

- (a) In accordance with Article 26.01 and 26.02, in order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a clinical course must:
 - (i) be applicable to the position held by the Employee;

- (ii) contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and
 - (iii) include an evaluative element applicable to the participant.
- (b) The parties have agreed that the following clinical courses meet the above described criteria:
- Mount Royal University – Advanced Studies in Critical Care Nursing
 - Mount Royal University – Advanced Studies in Mental Health
 - Mount Royal University – Gerontology: Studies in Aging
 - Mount Royal University – Maternal Infant Child Healthcare – Child Health, Neonatal or Perinatal Focus
 - **Mount Royal University - Advanced Studies in Perinatal and Neonatal Nursing**
 - Grant MacEwan University – Post-Basic Nursing Practice: Hospice Palliative Care and Gerontological Nursing Certificate Program
 - Alberta Health Services – Critical Care Course
 - Alberta Health Services – Perioperative Course
 - Lethbridge College – Perioperative Course
 - Midwifery
- (c) The list of clinical courses in (b) above is a sample listing only and is not intended as a comprehensive listing of clinical courses eligible for recognition. In determining recognition for clinical courses other than those listed above, Employers will recognize courses that meet the criteria described in (a) above and are similar in scope to the sample clinical courses listed in (b) above.
- (d) Notwithstanding the criteria in 26.05(a)(ii) and (iii), Alberta Health Services – Oncology Nursing Distance Education Certificate (ONDEC) shall be considered a clinical course.

ARTICLE 27: RECOGNITIONS 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.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five **(5)** years old.

27.02 Additional time worked 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 \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one **(1)** hour is worked between 1500 hours and 2300 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$5.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one **(1)** hour is worked between 2300 hours and 0700 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

(additional provision 28.01(c) in Article 37 for Extended Work Days)

- (c) **No Employee shall receive payment under 28.01(a) and 28.01(b) concurrently.**

28.02 **Weekend Premium**

A weekend premium of \$3.25 per hour shall be paid:

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one **(1)** hour is worked within a 64 hour period commencing at 1500 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the 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 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 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 year of service.

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

- (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP).
- (b) Effective on the Employee's date of enrollment, a Regular Employee ~~under the age of 72 years of age~~ shall have the right to contribute up to 2% of his or her regular earnings into the RRSP **until December 31st of the year the**

Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.

- (c) ~~An~~ **regular Employee who, by virtue of his or her age, no longer qualifies under 29.05(b), 72 years of age or older shall receive an additional 2% of her or his regular earnings.**
- (d) **“Earnings” as defined in 29.05(b) above, will include WCB earnings until such time that the Employee exhausts his or her sick leave credits and is deemed to be on sick leave without pay.**

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 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule. **(Amended in Article 37 for Extended Work Days)**
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in

excess of 7.75 hours in a day. **(Amended in Article 37 for Extended Work Days)**

- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed. **(Amended in Article 37 for Extended Work Days)**

(b) Shift Schedules

- (i) Amend Article 7.02(g) to read: **(Amended in Article 37 for Extended Work Days)**

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 ~~15.5~~ hours off duty between Shifts;
- (ii) an average of at least two **(2)** consecutive days per week, and a total of nine **(9)** days each four **(4)** week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than six **(6)** consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one **(1)** complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two **(2)** consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not

be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

- (v) Where possible, one **(1)** weekend in four **(4)** week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend.**

(g.1) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units days of rest on at least nine **(9)** out of 12 of the weekends averaged over one **(1)** complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.

- (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 Local. Where an option is applied, the relevant provisions of Article 30.01(b)(i): 7.02(g) shall be as follows:

Option 1

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of at least two **(2)** consecutive days per week, and a total of nine **(9)** days each four **(4)** week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than seven **(7)** consecutive scheduled days of work to occur not more than once in a four **(4)** week cycle; and
- (iv) designated days of rest to occur on alternate weekends. One **(1)** weekend in each four **(4)** week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday** and "Extended Weekend" shall mean a Saturday and the following

Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

Option II

- (i) at least 15.5 hours off duty between Shifts;
 - (ii) an average of at least two **(2)** consecutive days per week, and a total of nine **(9)** days each four **(4)** week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
 - (iii) not more than seven **(7)** consecutive scheduled days of work to occur not more than twice in a six **(6)** week cycle; and
 - (iv) designated days of rest on three **(3)** weekends in a six **(6)** week period, one **(1)** of which will be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.
- (iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

(c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local 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 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) Vacation with Pay

- (i) Amend Article 17.02 to read:

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

- (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
 - (ii) hours worked and paid in accordance with Article 7.04;
 - (iii) hours worked on a Named Holiday to a maximum of 7.75 hours;
 - (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;
 - (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits; and
 - (vi) regularly scheduled hours during the first 24 months of any period where the Employee is in receipt of Workers' Compensation benefits.
- (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning

entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

(i) *Staff Nurse and Assistant Head Nurse*

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

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

(ii) *Head Nurse, ~~and~~ Instructor, Clinical Nurse Specialist and Nurse Clinician*

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

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

(c) Supplementary Vacation

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

(d) Employee with Less than a Year of Service

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

(e) Where a voluntarily terminated Employee commences employment within six **(6)** months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

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

17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).

(e) Named Holidays (**amended in Article 37 for Extended Work Days**)

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 4.8% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

18.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(c) **A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:**

(i) **For all overtime hours worked on a Named Holiday 2.5X their basic rate of pay.**

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.

- 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 **(1)** 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).
- (c) Where a Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named Holiday, those hours may, at the request of the Employee, be rescheduled in the Cycle of the Shift Schedule.
- (f) Sick Leave **(amended in Article 37 for Extended Work Days)**

Amend Article 19.02 to read:

- 19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 1 ½ days per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
- (b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.

Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

30.02 **Temporary Employees**

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.10 shall also specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.10(b)
- Article 20: Workers' Compensation
- Article 21: Prepaid Health Benefits, and
- Article 22: Leaves of Absence.

(a) Hours of Work

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.

- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.
- (B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (B) No Employee shall receive payment for Article 30.03(a)(iv)(A) and Article 30.03(a)(iv)(B) concurrently.**
- (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four (4) week period **starting October 6, 2014.**~~(with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).~~

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked, to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 17 to read:

- 17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) 6% of their regular earnings during the 1st employment year;
 - (ii) 8% of their regular earnings during the 2nd to 9th employment years;
 - (iii) 10% of their regular earnings during the 10th to 19th employment years;
 - (iv) 12% of their regular earnings during the 20th to 24th employment years;

- (v) 12.4% of their regular earnings during the 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 (**amended in Article 37 for Extended Work Days**)

Amend Article 18 to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.

(b) Notwithstanding Article 18.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.

(c) **A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:**

(i) **For all overtime hours worked on a Named Holiday 2.5X their basic rate of pay.**

(ii) **For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.**

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 **(1)** of these three **(3)** Named Holidays shall be either Christmas or New Year’s Day.

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

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

(ADDITIONAL PROVISION 37.18 IN ARTICLE 37 FOR EXTENDED WORK DAYS)

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 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: DISPUTE RESOLUTION PROCESS

32.01 Purpose

The parties agree to the following dispute resolution process in order to resolve any difference related to the application, interpretation or operation of this Collective Agreement in an effort to maintain and enhance the provision of quality health care services.

The parties agree that the purpose of the Dispute Resolution Process is to:

- (a) encourage open, face-to-face dialogue between the people affected by a dispute;
- (b) achieve timely and equitable resolutions to identified issues as close to the source as possible;
- (c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;
- (d) recognize and respect the roles, interests and accountabilities of all involved;

- (e) minimize the time and costs involved in resolving disputes; and
- (f) achieve solutions that are consistent with the terms of this Collective Agreement.

32.02 Communication

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

32.03 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: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

32.04 Meetings

- (a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee (**i.e., the grievor and a local representative**). Travel compensation shall also be provided in accordance with Article 10: Transportation.

32.05 Disputes Affecting More Than One Employee

If a dispute directly affects two (**2**) or more Employees, it may be initiated under Article 32.08A.

32.06 Disputes Relating to Written Warning, Suspension or Termination

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 32.08A.

32.07 Initial Problem-Solving Stage

- (a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
- (c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

32.08 Formal Dispute Resolution – Grievance Filing

- (a) The grievance shall specify the details of the dispute, including, **to the extent known, the names(s) of the affected Employee(s), the site(s)/program(s) affected**, the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. 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. The Employer or the Union shall communicate its decision, in writing within seven **(7)** days of the meeting.
- (d) (i) If a resolution is achieved at or following the Article 32.08A(c) resolution meeting, the agreement shall be confirmed in writing by the parties.

- (ii) If a resolution is not achieved at or following the Article 32.08A(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

32.09 Mediation

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

32.10 Joint Dispute Resolution Advisory Committee (DRAC)

- (a) The parties shall form a joint DRAC made up of an equal number of representatives of each party.
- (b) Prior to any grievance Arbitration, the parties to a dispute may agree to refer the dispute to DRAC.
- (c) The purpose of DRAC's involvement is to assist the parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
- (d) DRAC may make any recommendations it feels appropriate. All recommendations of DRAC are non-binding and privileged, and shall not be used for any other purpose.

32.11 Arbitration

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.
- (b) Within ten days after receipt of notification provided for in Article 32.11A(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within ten days after receipt of notification provided for in Article 32.11A(b) above, select one **(1)** of the following arbitrators to hear the Arbitration:

Ms. Jan Alexander-Smith	Mr. Tom Jolliffe
Mr. Tom Hodges	Mr. Rob Garden
Mr. David Phillip Jones	Mr. Gerald A. Lucas
Mr. Andrew C. L. Sims	Mr. Lyle Kanee
Mr. Les Wallace	Mr. David Tettensor
Mr. Greg Francis	Mr. Norman J. Pollack

The selection shall be random.

Note: The parties may mutually agree to amend the above list.

- (d) Where one **(1)** of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within 6 months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.
- (g) 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 an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific

penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.

- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

~~(NOTE: For the term of this Collective Agreement, Article 32A: Grievance Procedure shall not apply. See Letter of Understanding Re: Articles 32A: Grievance Procedure and 33: Arbitration Page 136)~~

32.01A—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: Arbitration 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: Arbitration shall be sufficient if delivered to the Chief Executive Officer or her or his designate.~~
- ~~(c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.~~

32.02A—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: Named Holidays.~~
- ~~(b) Time limits may be extended by mutual agreement in writing.~~

~~32.03A — **Dispute Between the Employer and the Employee(s)**~~

~~(a) — **Step 1 (Immediate Supervisor & Employee — Initial Discussion)**~~

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

~~(b) — **Step 2 (Director of the Department — Submission of Grievance)**~~

~~The grievance shall be submitted in writing to the Director of the Department or equivalent, with a copy of the grievance sent to the Employee's immediate supervisor, within ten days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Employer shall be communicated, in writing, to the Union within seven 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 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. 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 days of the meeting. 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.~~

~~(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 days of receipt of the decision from the Employer.~~

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

~~32.04A — **Disputes Between the Parties: Group, Policy and Employer 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 by the Union or the Employer, in writing, to the Director of the Department or equivalent or Local Union President, by a representative of the aggrieved party within ten days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.~~

~~32.05A — Default~~

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

~~32.06A — Mediation~~

- ~~(a) — Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.~~
- ~~(i) — The mediator shall, within ten calendar days, meet with the parties, investigate the dispute and define the issues in dispute.~~
- ~~(ii) — During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.~~
- ~~(iii) — The purpose of the mediator’s involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.~~

- ~~(iv) — The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.~~
- ~~(b) — The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.~~
- ~~(c) — The expenses of the mediator shall be borne equally by both parties.~~

ARTICLE 33: ARBITRATION

(NOTE: For the term of this Collective Agreement, Article 33: Arbitration shall not apply. See Letter of Understanding Re: Articles 32A: Grievance and 33: Arbitration Page 136)

- ~~33.01 — Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing to its intention to do so; and~~
- ~~(a) — name its appointee to the Arbitration Board; or~~
 - ~~(b) — state its desire to meet to consider the appointment of a single arbitrator.~~
- ~~33.02 — Within seven days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:~~
- ~~(a) — inform the other party of the name of its appointee to an Arbitration Board; or~~
 - ~~(b) — arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.~~
- ~~33.03 — Where appointees to a Board have been named by the parties, they shall, within seven days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.~~
- ~~33.04 — After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within 21 days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.~~
- ~~33.05 — The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.~~

- ~~33.06 — The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.~~
- ~~33.07 — Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.~~
- ~~33.08 — Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.~~
- ~~33.09 — For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18: Named Holidays.~~

ARTICLE 33: COMPENSATION ~~OVERPAYMENTS~~ERRORS

- 33.01 A compensation ~~error~~**overpayment** is an overpayment **or underpayment** to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 33.02 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. **The Employer shall only recover overpayments from within a 12 month period starting the day the Employee is made aware an overpayment exists.**
 - (b) If the amount involved is less than \$200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.
 - (c) If the amount involved exceeds \$200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Appendix A, with a copy to the Local and the Employee.

- (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
- (e) The Employer may recover overpayments by deductions from an Employees' earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed \$25 per \$200 of Gross Earnings;
 - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.
- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;
 - (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
 - (i) resolve the matter based on written submission alone;
 - (ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
 - (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

33.03 If there is a payroll error and an Employee is without pay, the Employer must issue the monies owing, within five (5) working days. ~~If the Employer has a~~

~~monthly payroll system with a mid-month advance, they must follow Article 32B, to collect the advance payment.~~

- 33.0304 The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ATTACHMENT A

Overpayment Recovery Notice

You must reply to this notice as soon as possible and in any event within 25 days – See Article 32B of the Collective Agreement

Name:	
Employee Number:	Date:

BOX 1. An overpayment in the amount of \$_____ has been identified as a result of the following circumstances:

- If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.
- If you believe there has not been an overpayment, fill in box 3 and explain why.
- If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

BOX 2. Please indicate your overpayment preference and request by completing one **(1)** of the following:

Collect the entire amount from my next cheque.

Collect \$_____ dollars over the next _____ pay periods.

Attached is a personal cheque for the entire amount.

Attached are __ post-dated cheques for \$_____ each to address the amount in full.

Please collect the amount of recovery required from one **(1)** or more of the following:

- Overtime Bank
- Statutory Holiday Bank
- Vacation Bank

BOX 3. If you dispute that there has been an overpayment or the accuracy of the amount involved – explain why:

Repayment/Preference Agreed:

Employer Signature

Date

Employee Signature

Date

Please direct replies to:

Notes of Oral Discussion with Employee:

Date: _____

cc: UNA

ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. **Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the basic rate of pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code.***
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local 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. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. **The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's basic rate of pay.**
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Local may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.

- (ii) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04
 - (a) No Employee shall be assigned to work alone on a unit.
 - (b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.
- 34.05 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.
- 34.06
 - (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.
 - (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.
- 34.07 The Employer shall:
 - (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
 - (i) engineering controls,
 - (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices, and other equipment.
 - (b) share information with and obtain input from the Committee pertaining to all hazard assessments.
- 34.08 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Local.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

- 35.01 The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "professional

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

35.02 **In-Services**

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) Cardio-Pulmonary Resuscitation;
 - (ii) Anaphylaxis;
 - (iii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures);
 - (iv) Evacuation and disaster procedures; and
 - (v) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.02(a) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in-service on prevention and management of staff abuse.

35.03 **Professional Development Days**

Upon request, each Employee shall be granted at least three **(3)** professional development days annually for professional development, at the Basic Rate of Pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer. Such hours not used in each fiscal year shall not be carried forward into subsequent years. Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

35.04 Nursing Journals

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

35.05 Travel

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

- 35.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) ~~\$100~~**\$250** for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union or Local business;
 - (ii) Other leaves of absence of one **(1)** month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Worker's Compensation; and
 - (v) Educational leave up to 24 months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
- (i) The CARNA,
 - (ii) The College of Registered Psychiatric Nurses of Alberta; or
 - (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to four **(4)** Employees elected by the Local and up to four **(4)** representatives of the Employer. Alternate representatives may be designated from the same group.
- (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.

- (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ~~ten~~**10** days of receiving a written description of the issue regarding patient/resident/client care.
- (d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.
- (e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (f) Where an issue is specific to one **(1)** unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (g) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven **(7)** calendar days of the resolution meeting.
- (h) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.
- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (j) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

36.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.

ARTICLE 37: EXTENDED WORK DAY

- 37.01 (a) Where the Employer and the Local agree to implement a system employing extended working days and a resultant compressed work week, they shall evidence such agreement by signing a document indicating:
- (i) applicable nursing unit;

- (ii) applicable positions; and
- (iii) applicable extended work day option.

Such list may be amended from time to time by agreement of the Employer and the Local.

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

37.02 Two **(2)** optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I or Option II is applied, the relevant provisions of Article 7: Hours of Work and Scheduling Provisions, and 30: Part-time, Temporary and Casual Employees shall be amended as follows:

Option I: 11.08 Hour Extended Work Day

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 11.08 hours per day;
 - (ii) be 36.93 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule; and
 - (iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

- (i) include as scheduled by the Employer, three **(3)** rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two **(2)** meal periods of 30 or 35 minutes each, the alternative to be applied by the Employer. Two **(2)** or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 35 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

- (i) permanent days;
- (ii) permanent nights (only by request of Employee);
- (iii) nights and days rotation.

An application in response to a position posted with Shift pattern (ii) constitutes an Employee request for the purposes of this section.

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

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

- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.

- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

(iv) not more than four **(4)** consecutive extended Shifts nor more than four **(4)** extended Shifts per week.

(v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(h) Does not apply.

(i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

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

30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 36.93 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

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

(i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

(ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 22 in a six **(6)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

(iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least

59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

- (iv) not more than four **(4)** consecutive extended Shifts nor more than four **(4)** extended Shifts per week.
- (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

Option II: 9.75 Hour Extended Work Day

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 9.75 hours per day; and
 - (ii) be 37.05 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three **(3)** rest periods of 15 minutes during each full working Shift; and
 - (ii) exclude, as scheduled by the Employer, one **(1)** meal period of 30 minutes. Two **(2)** or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

- 7.02 (g) (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two **(2)** consecutive days of rest per week;
- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than four **(4)** consecutive extended Shifts nor more than four **(4)** extended Shifts per week.
- (v) Where possible, one **(1)** weekend in four **(4)** shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

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

- 30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 37.05 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

- 30.01(b) 7.02(g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week

shall be consecutive for a total of 16 in a five **(5)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four **(4)** consecutive extended Shifts, nor more than four **(4)** extended Shifts per week.
- (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

- 11.01 (a) A new Employee shall serve a probationary period of 471 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee’s probationary period and again prior to the completion of her or his probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

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

17.02 Vacation Entitlement

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

Employee and the total length of such service as follows:

- (a) *Staff Nurse and Assistant Head Nurse*
 - (i) During the 1st year of such employment, an Employee earns a vacation of 116.25 working hours per year;
 - (ii) During each of the 2nd to 9th years of employment, an Employee earns vacation of 155 working hours per year;
 - (iii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;
 - (iv) During each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 232.5 working hours per year.

- (b) *Head Nurse, ~~and~~ Instructor, Clinical Nurse Specialist and Nurse Clinician*
 - (i) During each of the 1st to 9th years of employment, an Employee earns vacation of 155 working hours per year;
 - (ii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;
 - (iii) During each of the 20th and subsequent years of employment, an Employee earns vacation with pay at the rate of 232.5 working hours per year.

37.06 Amend Article 17.02 (d) to read:

17.02 (d) Supplementary Vacation

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 38.75 hours.

- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 38.75 hours.

37.07 Amend Article 17.04(a) to read:

17.04 (a) *Vacation Pay on Termination*

Consequential Amendments Required

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

- (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with
- (ii) 6% in the case of an Employee entitled to 116.25 working hours vacation per annum, or 8% in the case of an Employee, entitled to 155 working hours vacation per annum, or 10% in the case of an Employee entitled to 193.75 working hours vacation per annum, or 12% in the case of an Employee entitled to 232.5 working hours vacation per annum, of the Employee's regular earnings from the 1st day of _____ in each calendar year to date of termination.

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

18.01 (c) It is agreed that a Full-time Employee covered by this Article shall be entitled to 11 Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay for 7.75 hours to a maximum of 93 hours per annum.

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

18.03 (d) pay for the day referred to in (a), (b) and (c) shall be for 7.75 hours.

37.10 Amend Article 19.02 to read:

19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 11.625 hours for each full month of employment to a maximum credit of 930 hours.

37.11 Amend Article 19.03 to read:

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

37.12 Amend Article 19.05 to read:

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

(b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than 930 hours of sick leave credits shall be entitled to use the additional credits until they fall below the ~~nine hundred and thirty~~ 930 hours thereafter, the Employee shall not accrue greater than 930 hours.

37.13 Amend Article 28 to add:

28.01 (c) No Employee shall receive payment under 28.01 (a) and 28.01 (b) concurrently.

37.14 Amend Article 30.01(a): 7.01(a)(~~v~~ iv) and (~~vi~~ v) to read:

30.01(a)7.01(a)(v) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his Basic Rate of Pay for such hours or, if applicable, 2X the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

(vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on the Employee's scheduled days of rest, the Employee shall

be paid 2X the applicable basic hourly rate for work performed.

37.15 Amend Article 30.01(e) to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays, inclusive of the “Floater” holiday.

18.02 (a) A Part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at 1 1/2X the Employee’s Basic Rate of Pay.

(b) Notwithstanding Article 18.02(a), a Part-time Employee who works on the August Civic Holiday or Christmas Day shall be paid for hours worked on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at 2X the Employee’s Basic Rate of Pay.

(c) **A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:**

(i) **For all overtime hours worked on a named holiday 2.5X their basic rate of pay.**

(ii) **For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.**

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 **(1)** of these three **(3)** Named Holidays shall be either Christmas or New Year’s Day.

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

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

37.16 Amend Article 30.01(f) to read:

- (a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.
- (b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

37.17 Amend Article 30.03(d) to read:

18.01 A Casual Employee shall be paid in addition to her or his Basic Rate of Pay a sum equal to 4.8% of the Employee's regular earnings in lieu of Named Holidays, inclusive of the "Floater" holiday.

18.02 (a) A Casual Employee who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first 7.75 hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.

(b) Notwithstanding Article 18.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first 7.75 hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.

(c) A casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their basic rate of pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.

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 **(1)** of these three **(3)** Named Holidays shall be either Christmas or New Year's Day.

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

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

37.18 A Casual **or Part-time** Employee who works an extended work day Shift shall be paid at the overtime rate for time worked in excess of 7.75 hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent for any reason; in which case, 2X the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

ARTICLE 38: TECHNOLOGICAL CHANGE

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

ARTICLE 39: JOB DESCRIPTION AND CLASSIFICATION

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

39.02 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective

Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.**
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.**
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.**
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.**
- (e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.**

39.03 Classification Review

- (a) An Employee who has good reason to believe that he/she is improperly classified may apply, in writing by electronic mail, to the Director of the Department to have his/her classification reviewed. The Director of the Department will give consideration to such application and notify the Employee accordingly.**
- (b) Should the Employee feel that he/she has not received proper consideration in regard to a classification review, he/she may request that the matter be further reviewed by discussion between the Union and the Employer.**
- (c) The Employer shall notify the Union of its position within ~~ninety~~ (90) days of the matter being brought to the Employer by the Union.**

- (d) **Where the parties are unable to agree, the matter may be subject to the procedures outlined in Article 32: Dispute Resolution Process.**
- (e) **Should an Employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 14.06.**
- (f) **An Employee who is reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.**

ARTICLE 40: COMMITTEE PARTICIPATION

40.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's applicable rate of pay for attendance at such meetings. Employees on leave shall receive their Basic Rate of Pay. Time spent traveling for meetings called by the Employer at other than the Employee's home site and further than 35 kilometres from that site or the Employee's home whichever is shorter shall be paid in accordance with Article 7: Hours of Work and Scheduling Provisions and reimbursement for kilometerage shall be in accordance with Article 10: Transportation.

ARTICLE 41: AMBULANCE DUTY

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

41.02 An Employee assigned to travel by Ambulance shall be paid \$50 per round trip beyond a radius of 35 kilometres from the Employee's place of employment.

41.03 In addition to the payment in Article 41.02 above:

- (a) In the event circumstances permit an immediate return to the Employee's place of employment, the Employee shall be paid at the Employee's basic rate and/or, if applicable, the overtime rate as stated in Article 8: Overtime, to which the Employee is entitled up to the time:
 - (i) the patient/resident/client is released into the care of the receiving site;

- (ii) the Employee's scheduled work period would otherwise have ended;
or
 - (iii) the Employee has returned to her or his place of employment;
- whichever is the later, and the Employee shall be reimbursed for reasonable and substantiated expenses incurred.
- (b) In the event circumstances prevent an immediate return to the Employee's place of employment, the Employee shall be entitled to:
 - (i) no loss of regular earnings for time not worked on regularly scheduled Shifts as a result of the Ambulance duty;
 - (ii) reimbursement for reasonable and substantiated expenses incurred; and
 - (iii) the Employee's Basic Rate of Pay and/or, if applicable, the overtime rate as stated in Article 8: Overtime, for the time spent on the return trip on the same basis as if the Employee had been working at the Employee's place of employment.

ARTICLE 42: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

42.01 Subject to Article 42.02, the Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

42.02 Where, on the coming into force of this Collective Agreement the funds were paid to a Local or some specific Local-administered program, that shall continue, subject to the terms of any existing arrangements.

Otherwise, the funds shall be paid to Employees unless the Local and the Employer agree otherwise.

ARTICLE 43: SUBSISTENCE AND CAMP ALLOWANCE

43.01 Employees who are required to travel beyond a 50 kilometres radius from their home site or 50 kilometres from their normal work area (where that work area exceeds a 50 kilometre radius from their home site) on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Travel and Subsistence or Employer Policy, whichever is higher.

(a) **Meals**

Breakfast	\$9.20
Lunch	\$11.60
Supper	\$20.75

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than 0730 hours;
- (ii) lunch, if the time of departure is earlier or the time of return is later than 1300 hours;
- (iii) dinner, if the time of departure is earlier or the time of return is later than 1830 hours.

(b) **Per Diem Allowance**

A per diem allowance of \$7.35 may be claimed for each 24 hour period while away from home.

(c) **Accommodation**

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

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt; or
- (ii) where no accommodation receipt is produced, a flat rate of \$20.15 may be claimed in lieu of the allowance claimable under sub-section (i).

(d) **Miscellaneous Travel Costs**

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

43.02 Camp Allowance

- (a) **The parties recognize the value of staff attendance on overnight patient/resident/client recreational/therapeutic activities (“Camp”)**

authorized by the Employer, as these enhance patient assessment and treatment planning.

- (b) Accordingly, the parties agree that the following method will be adopted to compensate Employees who volunteer to accompany patients/residents/clients on Camp.**
- (i) An Employee who attends a Camp shall be paid at the Employee's Basic Rate of Pay for 7.75 hours of work only.**
 - (ii) In addition to the payments in (a) above, an Employee shall be paid an allowance of \$70 for each day in attendance at such activity.**
- (c) Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director.**

ARTICLE 44: MOBILITY

44.01 Sites

- (a) All Employees will work either “at” a designated site, or “at or out of” a designated site.
- (b) Multi-site Employees established under Article 44.03 will work “at”, or “at or out of”, more than one **(1)** designated site, but one **(1)** of those sites must be designated as their home site.
- (c) Employees under this Collective Agreement, for so long as they remain Employees and regardless of their work location, will remain under the control and direction of the Employer.
- (d) The Employer may establish new sites, or close existing sites.

44.02 “At or out of” Positions

- (a) An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one **(1)** site on an unscheduled basis or to perform the Employee's duties at locations other than Employer sites where the Employer deems it appropriate because either:
 - (i) Services are best delivered at places other than sites operated by the Employer, including schools, patients' homes, places of business, etc.; or
 - (ii) the Service requires specialist Employees or involves a specialized or specific medical Service which, due to insufficient demand at one **(1)**

location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.

- (b) All programs previously considered as “community nursing” fall within and are examples of the description above.
- (c) “At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.
- (d) An Employee given a notice of change in position from an “at” a site position (whether single site or multi-site) to an “at or out of” a site position may accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

44.03 **Multi-site Positions**

- (a) A multi-site position is one where the Employees are required to work routinely and on a scheduled basis “at” or “at or out of” more than one **(1)** site.
- (b) The Employer may create new multi-site positions where necessary either because:
 - (i) they require specialist Employees; or
 - (ii) they involve specialized or specific medical Services which, due to insufficient demand at one **(1)** location, are best delivered by the same Employees working at more than one **(1)** site on a regularly scheduled basis.
- (c) The norm will continue to be that most Employees will continue to be employed in single site positions.
- (d) If the Employer establishes a multi-site position, it shall prepare a description of the position, the locations involved and the reason why the position needs to be a multi-site position.

It will provide the Local with:

- (i) the description of the position and the rationale for its creation;
- (ii) the locations involved and the designated home site;
- (iii) the proposed implementation date;

- (iv) whether it is a new position; and
 - (v) whether it results in the elimination of one **(1)** or more existing positions.
- (e) If the Employer creates new multi-site positions that result in the elimination of existing positions, then the Employer, in consultation with the Union and the Employees, will determine the willingness of the incumbent Employees to accept the new multi-site positions. Those positions will be filled by the transfer of willing qualified incumbents in order of seniority.
- (f) Any Employee whose position is eliminated as the result of the creation of a new multi-site position who is not transferred to a new multi-site position will receive a notice under Article 15: Layoff and Recall.
- (g) Any new multi-site positions not filled by the processes in Article 44.03(d) and (e) will be filled by job posting.
- (h) If the Local, within ~~ten~~**10** days of receiving the description of a new multi-site position, objects that it is an inappropriate situation to create a multi-site position, the Local may direct that issue to the Relocation Committee for resolution. The submissions to the Relocation Committee shall include the Local's reasons why the creation of the position is inappropriate.
- (i) In determining whether a multi-site position is appropriate, the Relocation Committee will consider the type and scope of multi-site positions previously agreed to, the description of the purpose of such positions in this Agreement, and the changing nature of the delivery of health care Services.
- (j) For the purposes of Article 7: Hours of Work and Scheduling Provisions, Article 30: Part-time, Temporary and Casual Employees, and Article 37: Extended Work Day, the Employee's Shift schedules shall include the sites other than the home site.
- (k) An Employee given a notice of a change in the position from an "at" a site position to a multi-site position may accept the move, accept the Employee's rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the move and ask that it be reviewed by the Employer and, failing resolution within five **(5)** days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.
- (l) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain, whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and

suitable to take that other Employee's place in lieu of the Employee's position.

- (m) The Employer will provide the Relocation Committee and the Local with the information about the willingness and ability of other Employees to relocate prior to the next meeting of the Relocation Committee.
- (n) The Relocation Committee will decide whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for her to be required to accept the multi-site position in accordance with the Employer's notice after considering:
 - (i) The Employee's interests in remaining at a single workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;
 - (ii) The degree to which the Service requires or depends upon the Employee's particular skills, abilities and training;
 - (iii) The availability of other persons able and willing to take the multi-site position; and
 - (iv) Any earlier relocations the Employee experienced that compound the effect of the disruption on her personal circumstances.
- (o) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the multi-site position in place of the Employee raising objections, it may direct that the multi-site position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of the Employee's position.
- (p) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the transfer, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

44.04 **Permanent Service Relocation**

- (a) Employees given a notice of permanent relocation of their positions to a location over 50 kilometres from their home site may accept the transfer or decline the transfer and exercise their rights under Article 15: Layoff and Recall.
- (b) Employees given a notice of permanent relocation due to Service relocation to a location under 50 kilometres from their home site may accept the relocation, accept their rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the transfer, and ask that it be reviewed

by the Employer and, failing resolution within five (5) days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.

- (c) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.
- (d) Each will provide the Relocation Committee and the Local with the information regarding the willingness and ability of volunteers to take the position prior to the next meeting of the Relocation Committee.
- (e) The Relocation Committee will decide, prior to the Employee's relocation, whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for the Employee to be required to relocate in accordance with the Employer's notice after considering:
 - (i) the Employee's interests in remaining at the Employee's existing workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;
 - (ii) the degree to which the relocating Service requires or depends upon the Employee's particular skills, abilities and training;
 - (iii) the availability of other persons able and willing to take the position; and
 - (iv) any earlier relocations the Employee experienced that compounds the effect of the disruption on that Employee's personal circumstances or cumulatively results in the Employee being moved in excess of 50 kilometres from the Employee's original location.
- (f) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the position in place of the Employee raising objections to relocation, it may direct that the position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of their position.
- (g) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the relocation, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

44.05 **Temporary Transfers**

(a) **Meetings**

Employees may be assigned to attend meetings at another site.

(b) **Orientation**

New Employees may be assigned to attend orientation at another site to support centralized or standardized delivery or space issues. This shall not replace site specific space orientation.

(c) **Relocations due to Renovations or Facility or Equipment Maintenance or Failure**

If renovations or facility or equipment maintenance or failure require a temporary transfer of all or part of a unit/program to another site, the following procedures will apply:

If the relocation is anticipated to last for less than 150 days and is for less than 50 kilometres, the Employer may transfer the Employees. In other situations, the decision about which Employees will relocate temporarily will be made as follows:

- (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
- (ii) If fewer Employees than required volunteer to relocate temporarily, then the governing Service Relocation provisions shall apply. An Employee laid off due to this provision shall not forfeit recall rights by refusing recalls to other than the position from which the Employee was laid off.
- (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.

The Employer must provide Employees transferred under this provision with any necessary orientation.

Employees' FTEs will not change due to a temporary transfer under this provision.

Employees transferred under this provision may, for the duration of the transfer, be integrated into the operations and rotations of the receiving site.

Employees will return to the sending site once the need for the relocation is over.

Temporary locations under this Article shall last no more than two **(2)** years unless the Local agrees to extend that period.

(d) Education and Skills Maintenance

The Employer may assign Employees to work at more than one **(1)** site for educational and skills maintenance purposes.

For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five **(5)** days duration, the Employer will wherever possible provide the Employee with 12 weeks notice and in no event will the period of notice be reduced below three **(3)** weeks without the Local's consent.

Where an Employee is assigned to another site for skills maintenance purposes because the necessary work environment or patient contact can only be provided at that other site and only at times that are unpredictable and not amenable to substantial advanced notice (for example because they depend upon the presence of certain types or volumes of patients), the Employee will be given reasonable notice in the circumstances.

For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks notice, or any shorter period of notice agreed to be the Local.

Any single assignment shall not exceed three **(3)** months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two **(2)** such assignments within a 12 month period without the Local's consent.

The Employer will not transfer an Employee to a location more than 50 kilometres from their home site under this provision without the Local's consent, which will not be unreasonably withheld.

The Employer shall endeavor to offer staff in similar circumstances similar opportunities to attend other sites for education or skills maintenance.

This clause will not be used for the purposes of regularly scheduling Employees across sites on an ongoing basis or for operational convenience unrelated to the skills maintenance involved.

The Employer will give Employees assigned to another site a reasonable period of site orientation commensurate with their duties at that site.

(e) **Emergency Circumstances**

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could have been or can still be taken to deal with the circumstances.

Employees from any site may be assigned to work at any site to provide assistance in emergency circumstances.

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling Employees at that site to work overtime. The ability or necessity to compel overtime neither proves nor disproves emergency circumstances. The parties recognize that the decision should be made in the best interests of patient care, that the relative costs are not a factor in themselves and that there are times when requiring mandatory overtime may itself create stresses on Employees and safety concerns that outweigh the stresses and concerns caused by relocation.

The Employer will notify the Union forthwith at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

The Employer shall reimburse Employees for all reasonable, necessary and substantiated additional accommodation and transportation costs for traveling between sites including parking if not otherwise provided.

44.06 **Designated Float Positions**

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three **(3)** sites, the furthest two **(2)** sites being no more than 100 kilometres apart, for the following purposes:
- (i) Coverage for sick leave;
 - (ii) Coverage for vacation;
 - (iii) Coverage for approved leave of absence;
 - (iv) Coverage for educational programs;
 - (v) Coverage for those on skills maintenance;
 - (vi) Surges in workload;
 - (vii) Coverage for unanticipated absences.

- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
- (c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.
- (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.
- (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.
- (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.
- (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
- (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
- (i) There will be no layoffs as a result of the use of float positions.

44.07 **Volunteers for Temporary Assignments**

- (a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
 - (i) Sick leave;
 - (ii) Vacation;
 - (iii) Approved leave of absence;
 - (iv) Educational programs;
 - (v) Skills maintenance.
- (b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may

seek an expression of willingness to accept such a position at some future date.

- (c) This will not be used for temporary positions which must be posted under Article 14.02.

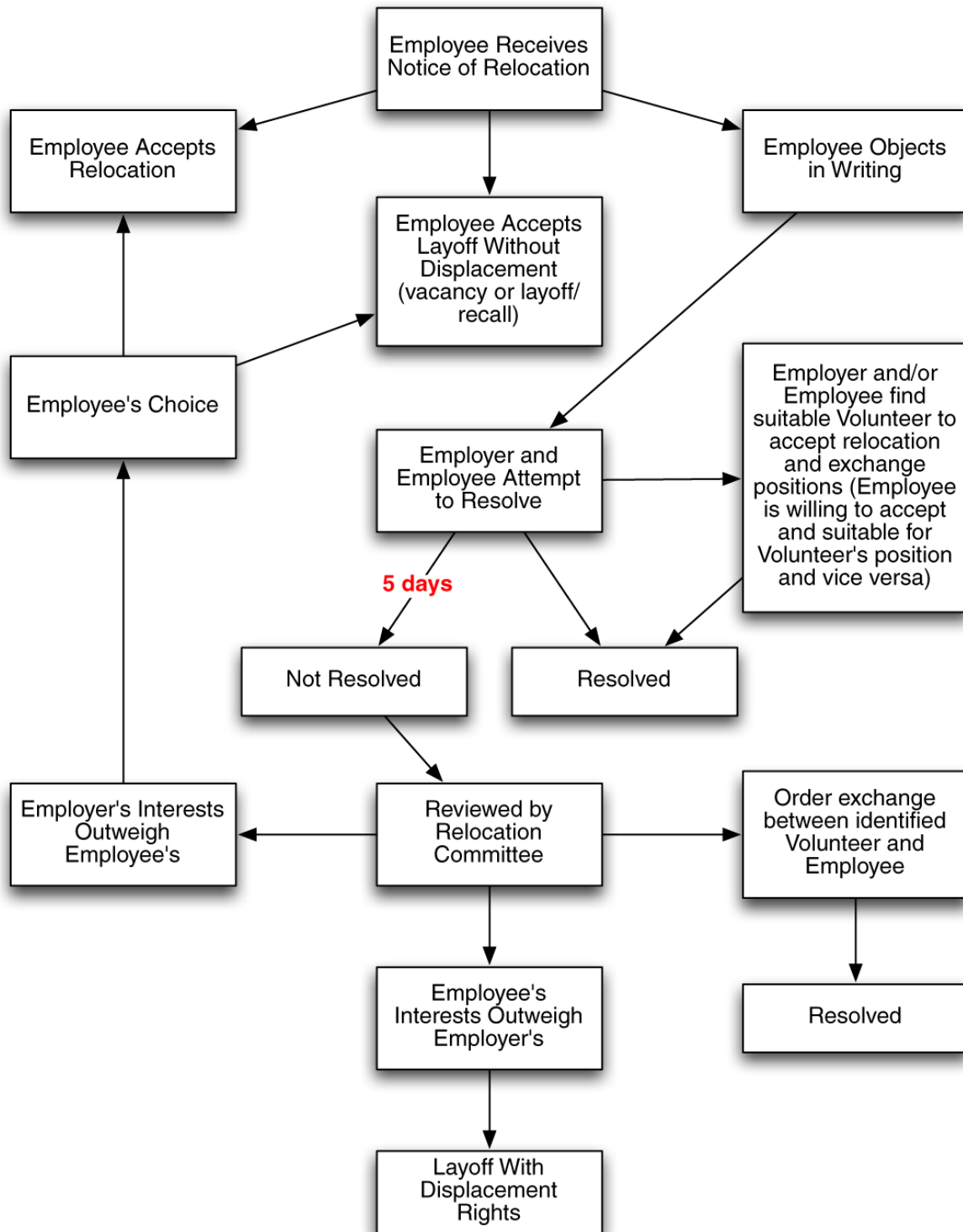
44.08 **Relocation Committee**

- (a) There shall be a Joint Standing Committee on relocation issues. (“the Relocation Committee”).
- (b) The Relocation Committee will consist of an equal number of nominees from the Employers and the Union. The committee may sit in panels as directed by the Umpire and any panel may exercise the full powers of the committee. Panels of the committee shall consist of three **(3)** people from the Union and three **(3)** from the Employers. Panels of the Relocation Committee will meet, as the need arises, on questions of work assignment.
- (c) The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three **(3)** names submitted by the Union and three **(3)** names submitted by the Employers. The initial Umpire will be Mr. Jay Spark. The initial Alternate Umpire will be Ms. Donna Neumann.
- (d) The agenda will consist of such items that the Collective Agreement allows to be dealt with by the committee. All such matters properly submitted will automatically be placed on the agenda for the next Relocation Committee meeting.
- (e) The Relocation Committee shall meet as necessary and at least monthly and attempt to resolve the issues in dispute under the guidance of the umpire.
- (f) If the Relocation Committee is not able to settle the matter within ~~ten~~**10** days after the Umpire’s commencement of discussions between the parties, either party may refer the matter to the Umpire for decision.
- (g) The Umpire shall encourage the parties to reach a consensual resolution of each issue, but failing that, will issue a final and binding decision based on the Umpire’s meetings with the Committee within ~~ten~~**10** days of the matter being referred to the Umpire.
- (h) The Relocation Committee and the Umpire may hear submissions from any person it believes may assist the committee or the Umpire in arriving at a decision. The Committee and the Umpire shall proceed informally. If questions of procedure arise that cannot be resolved consensually, the Umpire will settle the process to be followed.
- (i) At any time an Umpire decides a matter, the Umpire will consider the same factors as the Relocation Committee.

- (j) The costs of the Umpire will be shared equally between the parties.

Multi-Employer / UNA

Article 44.04
Permanent Service Relocation Process
(Under 50km)



LETTER OF UNDERSTANDING #1

RE: UNIT

WHEREAS the parties agree that patient and Employee safety is ~~are~~ of mutual importance to the Employer, the Union and the Local; and

WHEREAS the physical design, staffing patterns, and patient needs differ amongst Alberta units and sites; and

1. (a) The Employer shall provide the Union with a list of areas in each site ~~the facility~~ that the Employer has designated as a unit for the purposes of application of Articles 16.02 and 34.04. Such list shall be provided to the Union no later than October 31, 2014~~14~~.

2. If the Union identifies any concerns:

(a) regarding Employee safety relative to the application of Article 34.04; or

(b) regarding patient/resident/client safety, or the unit administration relative to Article 16; or

(c) where the Employer has not designated as a unit or part of a unit,~~or~~

then an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the Union 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 30 days of receipt of the written notification pursuant to #1 and #8 of this Letter of Understanding, to the Chief Executive Officer or designate.

The Chief Executive Officer or designate 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 30 days of response from the Chief Executive Officer or designate to Arbitration in accordance with this Collective Agreement.

5. In hearing the dispute pursuant to #4 above, the Board of Arbitration or arbitrator shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 16.02 and Article 34.04.

6. Should the Board of Arbitration or Arbitrator find that the Employer's designation of a unit is inappropriate, the matter shall be returned to the parties for a period of 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 30 day period, the Board of Arbitration or arbitrator shall render a decision in this regard.
 8. Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.

LETTER OF UNDERSTANDING #2

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 16.02(c) 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 parties will use the selection process under Article 32.09.** ~~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 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 30 days may be exceeded as a result.
7. 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 #3

RE: IN-CHARGE DESIGNATION FOR MORE THAN ONE (1) UNIT

Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one (1) unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.

1. This may occur where:
 - (i) The site is designated as long term care; or
 - (ii) The site is a combined acute care and long term care facility; or
 - (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.
2. Any time an RN/RPN assigned as In-Charge of more than one (1) unit, the parties agree that:
 - (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and
 - (ii) There will be an ability to communicate between the units as the need arises; and
 - (iii) There shall be at least one (1) other regulated health professional on each unit.
3. An Employee assigned in-charge for more than one (1) unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one (1) unit.

LETTER OF UNDERSTANDING #4

RE: TRANSFER OF PROGRAMS

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

LETTER OF UNDERSTANDING #5

RE: DEFERRED SALARY PLAN

The Employer shall have a policy in place which will enable Employees who have completed their probationary period to access a deferred salary plan.

During such absence, the Employee shall have the right to continue with benefits as per Article 21: Prepaid Health Benefits, provided that he or she pays the full cost of the premiums. All provisions of Article 22.01(e) shall apply during the leave.

At the completion of the leave, the Employer shall reinstate the Employee in the same position held by her or him immediately prior to taking the leave or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

The policy shall be in accordance with Canada Customs and Revenue Agency and Local Authorities Pension Plan regulations.

LETTER OF UNDERSTANDING #6

RE: JOINT COMMITTEE

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

Whereas it is the intent of the parties to continue the Joint Committee to facilitate these discussions, the parties agree as follows:

1. Within 90 days of ratification of this Collective Agreement, the parties shall appoint representatives to the Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet ~~monthly~~ **every two (2) months**, or as otherwise mutually agreed, to discuss issues arising out of the administration of this Collective Agreement.
4. The purpose of this Joint Committee will be to:
 - (a) exchange information;
 - (b) engage in discussions regarding issues of mutual concern; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the parties.

LETTER OF UNDERSTANDING #7

RE: RETENTION & RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

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

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

I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

1. Key Principles:

- **Recruitment initiatives will have a positive impact on the work environment of current and prospective Employees and will improve the quality of patient/resident/client care;**

- **Recruitment of new nursing graduates is critical to the sustainability of health care services;**
- **AHS has committed to have sufficient numbers of regular and temporary positions greater than six (6) months available to be able to hire at least 70% of the Alberta nursing student graduates;**
- **The Transitional Graduate Nurse Recruitment Program (TGNRP) has been proven to be successful in recruiting and retaining new nursing graduates and supporting the development of confidence and competence to enable new nurses to work independently;**
- **The TGNRP serves as an employment transition and learning opportunity for graduate nurses;**
- **Mentorship is an important element for success of the TGNRP and will be supported as part of the TGNRP; and**
- **Transitional Graduate Nurses learn and develop confidence and competence at varying rates depending upon the individual and the unit/program, and the TGNRP needs to be sufficiently flexible to accommodate these differences.**

2. The Program:

The Employer shall create at least 20 and up to 1000 regular positions in each year of the

Collective Agreement.

- (a) **A maximum of 25% of the above positions may be regular part-time positions of no less than 0.7 FTE.**
 - (b) **These positions shall not be part of the baseline staff count. There shall be no reduction in the number of nursing hours worked on any unit as a result of the creation of these positions.**
 - (c) **The parties agree that these positions are created for the purpose of providing employment and learning opportunities for graduate nurses.**
- 3. The competition for these positions shall be restricted to Graduate Nurses, Graduate Psychiatric Nurses, Registered Nurses and Registered Psychiatric Nurses who have graduated within the twelve months prior to commencement of the TGNRP and who have not yet obtained a regular position with AHS.**
- 4. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 6 below.**

5. **Successful applicants for these positions shall work under the guidance of a Registered Nurse, Registered Psychiatric Nurse, Clinical Educator or Clinical Supervisor on each Shift worked. The Employer will make every reasonable attempt to assign a consistent mentor to support each TGNRP participant.**
6. **TGNRP positions will be posted for a maximum duration of nine (9) months. Recognizing that TGNRP participants will develop confidence and competence at varying rates:**
 - (a) **The TGNRP participant and the manager and/or assigned mentor will have ongoing discussions regarding the TGNRP participant's progress and, on at least a monthly basis, will review the TGNRP participant's readiness to independently assume the full scope of RN or RPN practice.**
 - (b) **Once the TGNRP participant and the manager/mentor have determined that the TGNRP participant is ready to independently assume the full scope of RN or RPN practice:**
 - (i) **The TGNRP participant will be required to make application for available vacant positions of no less than 0.5 FTE. It is agreed that these Employees shall not receive special consideration for vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers & Vacancies.**
 - (ii) **The TGNRP participant can be offered relief hours or shifts paid at the applicable rate of pay when there are no Regular, Temporary or Casual Employees available to work the hours or shifts at the Basic Rate of Pay.**
7. **TGNRP participants who do not achieve a regular position, within nine (9) months of their initial appointment, will be transferred to casual status.**
8. **Where Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the TGNRP shall be provided to the Joint Committee.**
9. **The Employer shall provide available, relevant information to the Union and Local(s) in a timely manner and, in any event, no later than 14 days from the date of the initial request for information.**

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

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

~~NOW THEREFORE the parties agree as follows:~~

- ~~1. Employers participating in this Collective Agreement shall create up to 1000 regular positions in each year of the Collective Agreement.
 - ~~(a) A maximum of 25% of the above positions may be regular part-time positions of no less than 0.7 FTE.~~
 - ~~(b) These positions shall be supernumerary. These positions shall not be part of the staff count. There shall be no reduction in the number of nursing hours worked on any unit as a result of the creation of these positions.~~
 - ~~(c) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for graduate nurses.~~~~
- ~~2. The competition for these positions shall be restricted to Graduate Nurses and Graduate Psychiatric Nurses.~~
- ~~3. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 5 below.~~
- ~~4. Successful applicants for these positions shall work under the guidance of a Registered Nurse, Registered Psychiatric Nurse, Clinical Educator or Clinical Supervisor on each Shift worked.~~
- ~~5. Successful applicants shall be required to make application for vacant positions of no less than 0.5 FTE within one year of their initial appointment. Employees who do not achieve a regular position, within one year of their initial appointment, will be transferred to casual status. It is agreed that these Employees shall not receive special consideration for vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers & Vacancies.~~
- ~~6. Where Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the program shall be a standing item on the agenda of the Professional Responsibility Committee.~~
- ~~7. The Employer shall provide available, relevant information to the Union and Local(s) in a timely manner and, in any event, no later than 14 days from the date of the initial request for information.~~

II. EXTRAORDINARY TEMPORARY POSITIONS FOR INTERNATIONAL RECRUITMENT

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

WHEREAS staffing of extraordinary temporary positions will be limited to the Employer's out-of-country recruitment initiative as approved by Human Resources and Social Development, and Citizenship and Immigration Canada;

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

1. The definition of Temporary Employee under Article 2.04(c) is amended to include (iv) "Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than 12 months but less than 24 months.
2. The parties agree that the positions are created for the purpose of accommodating placement of nurses hired under the out-of-country recruitment initiative, and thus, competitions shall be restricted to nurses who are authorized to work under this program.
3. Positions created through this initiative, will be established in high needs areas defined as those with high vacancies, impacted by Service enhancements, subject to high relief or vacation relief that is not met by normal recruitment action. No Regular or Temporary Employee shall experience reduced regular hours as a result of this initiative.
4. Successful applicants for "Extraordinary Temporary Positions" shall be covered by all provisions of the Collective Agreement, pursuant to Article 30.02 in the Multi-Employer/UNA Collective Agreements.
5. An international nurse hired into an Extraordinary Temporary position who holds a temporary permit issued by the College and Association of Registered Nurses of Alberta (CARNA) or the College of Registered Psychiatric Nurses of Alberta (CRPNA) on her or his date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by CARNA or CRPNA, she or he shall be paid at the rate applicable to a Registered Nurse/Registered Psychiatric Nurse, retroactive to qualifying criterion in Article 25.02(a) or 25.02(b).
6. The Employer agrees to provide a progress and implementation review of the program initiative to the Union and Local at each affected site.

III. TIMELY EXPANSION OF SERVICE CAPACITY

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

IV. RETENTION OF EXPERIENCED EMPLOYEES

The parties recognize that there are a number of senior, experienced Employees who are eligible for retirement currently, or in the near future. The parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system. Therefore, the following programs shall be implemented.

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
 - (i) date of employment; or
 - (ii) achieving 20 calendar years of nursing service;

an Employee eligible for an LSPA in paragraph 1(a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph 1(b) above. An Employee who requires further time to obtain reasonable proof shall, within the 90 days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

2. Retirement Preparation Program

An Employee who is eligible for an unreduced pension, or an Employee who has a combined age and years of nursing employment of 77 shall be eligible to participate in the Retirement Preparation Program (Program) in accordance with the following:

- (a) (i) The Employee and the Employer may mutually agree to reduce the Employee's clinical hours of work while maintaining the Employee's FTE on either an ongoing or temporary basis. The clinical hours of work shall be reduced to no less than a 0.6 FTE. The balance of the Employee's FTE shall be spent performing project work for the Employer as mutually agreed. (Project work may include research, leadership assignments and special projects.) The Program shall include a written plan detailing how the non-clinical remainder of the FTE will be utilized.
- (ii) For purposes of this program, "leadership assignments" shall mean "to act as a guide, role model, advisor or counselor who shares practical, day-to-day, applied knowledge with other Employees."
- (iii) A formal leadership assignment as project work is distinguished from preceptorship under Article 16: Responsibility Allowance, Temporary Assignment and In-Charge in that the duties of the preceptor role are performed concurrently and in addition to the Employee's regular clinical duties. Where the non-clinical portion of this Program is utilized to provide leadership support, this work will be done over and above the regular staff count and there will be no regular clinical duties assigned for the leadership portion of the Program.
- (iv) The Employer shall not unreasonably refuse such a request.
- (b) (i) The Program shall be reviewed by the Employer and the Employee on at least an annual basis.
- (ii) The Program may be terminated by either the Employee or the Employer by providing 60 days notice in writing of such termination.
- (c) Upon reaching mutual agreement regarding the details of the Program, the Employee shall:
 - (i) officially notify the Employer of her or his intended retirement date, such retirement date being up to four (4) years from the commencement date the Program as agreed by the Employee and the Employer; and
 - (ii) after a period of up to 4 years participating in the Program, commence retirement, unless otherwise agreed between the Employee and the Employer. The Employer shall inform the Local of all such agreements.
- (d) An Employee participating in the Program shall continue to earn salary at the Employee's pre-Program FTE and accrue benefits according to her or his FTE prior to Program participation for the period of her or his participation in the Program.

- (e) All clinical hours vacated shall be filled in accordance with Article 14.15.

3. **Pre-retirement FTE Reduction**

- (a) The parties agree that a Regular Employee for whom the Employer has approved a reduction of the Employee's FTE in accordance with Article 14.15 may continue to contribute to the pension plan in an unreduced fashion, provided the following criteria are met. The Employee must:
 - (i) be eligible for an unreduced pension, or have a combined age and years of nursing employment of 80; and
 - (ii) reduce their FTE by no more than .2 FTE and to no lower than a 0.6 FTE for no longer than a 2.5 year period.
- (b) For Employees that have reduced their FTE in accordance with Article 14.15 as part of this Pre-retirement FTE Reduction, Article 14.15(c) is amended to read; "No Employee may decrease her or his regular hours of work pursuant to Article 14.15 more than once."

V. UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION

WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to utilize unique employment options to support enhanced recruitment of new Employees and retention of current Employees;

The parties agree that the Collective Agreement be amended by the following:

A. Weekend Worker

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 11.08 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and

- (b) 29.55 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
- 4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02(C)(g)(v) shall not apply.
- 5. Employees shall be paid for 36.93 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 6. **Vacation**
 - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
- 7. **Sick Leave**
 - (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
- 8. **Shift Differential and Weekend Premium**

Shift differential and weekend premium shall only be paid for hours actually worked, and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.
- 9. **Letter of Portability**

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

10. **Pension**

Pension shall be calculated on full-time hours of work.

Option II – Regular Work Day Option – Amend to reflect 15 Shifts in a four (4) week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 29.06 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Articles 7.02(g) (iii), and 7.02(g)(v) shall not apply.
5. Employees shall be paid for 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. **Vacation**
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations With Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. **Sick Leave**
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. **Shift Differential and Weekend Premium**

Shift differential and weekend premium shall only be paid for hours actually worked, and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.

9. **Letter of Portability**

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

10. **Pension**

Pension shall be calculated on full-time hours of work.

VI. WORKFORCE ENHANCEMENT TASK FORCE

1. In addition to the strategies identified above, it is recommended that each Employer and the Union have joint consultations, at the local level, to discuss approaches to human resource requirements including, but not limited to the preceding recruitment and retention initiatives. Any initiatives that affect the terms and conditions of employment shall require mutual agreement between the Union and the Employer.
2. The parties will share information regarding these local initiatives at the Joint Committee.
3. Where appropriate, these local initiatives will endeavour to access resources available through other initiatives, such as the CARNA Professional Development Fund or the Nursing Advisory Council of Alberta.

VII. PILOT PROJECTS- UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION

WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to utilize unique employment options to support enhanced recruitment of new Employees and retention of current Employees,

~~AND WHEREAS some unique employment options may be better introduced on a trial basis;~~

The parties may agree to trial one (1) or more of the following Pilot Projects:

- A. Flexible Part-time Position;
- B. Seasonal Part-time Position; and
- C. Benefit-Eligible Casual Position.

~~Locals and Employers will identify to the Joint Committee their desire to participate in a Pilot Project(s).~~

~~The Joint Committee, in collaboration with the Employer and the Local, will document the terms and conditions of the Pilot Project(s), including the agreed upon start date, length of the Pilot Project(s), additional details of the project(s), timeframes for evaluation, and data to be used in the evaluation.~~

~~Note: In evaluating the Pilot Project(s), the parties may consider, among other information:~~

- ~~• the number of units or programs which implemented the Pilot Project(s)~~
- ~~• an Employer/Employee satisfaction survey~~
- ~~• the results of Employee and Employer exit interviews for reversion or termination of Pilot Project(s) positions~~
- ~~• identified barriers and/or challenges~~
- ~~• impact on workload~~

~~The parties shall evaluate the success of the Pilot Project(s) and may agree to renew, amend or delete the Pilot Project(s).~~

A. Flexible Part-time Position ~~Pilot~~

1. Purpose

- (a) The purpose of the Flexible Part-time Position (FPP)~~Pilot~~ is to:
- (i) provide an Employee with an opportunity to increase her or his FTE, as an alternative to the provisions of Article 14.15;
 - (ii) allow flexibility on additional Shifts not included on the posted schedule;
 - (iii) enhance recruitment by facilitating the creation of higher FTEs; and
 - (iv) create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible.

2. Definition

- (a) An FPP is a position with:
- (i) a specified FTE of no less than 0.4 FTE;
 - (ii) at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and

- (iii) the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.
 - (b) A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.
- 3.
 - (a) **FPP Implementation**
 - (i) An Employee may request an FPP to increase their existing FTE. Such request shall not be unreasonably denied. Where such a request is granted, such Employee's existing FTE shall become the scheduled portion of the FPP, and the incremental increase in the Employee's FTE shall become the flexible portion of the FPP.
 - (ii) The Employer may post an FPP. The posting shall state the portion of the number of hours per Shift and Shifts per cycle that are scheduled, and the portion to be scheduled on a flexible basis.
 - (b) **FPP Termination**
 - (i) An Employee may terminate their FPP by:
 - (A) providing the Employer with 28 days written notice of their intention to revert to their pre-FPP FTE; or
 - (B) providing the Employer with 28 days written notice of their intention to reduce their FTE down to the scheduled portion of the FPP.
 - (ii) An Employer may terminate an FPP by issuing a position elimination notice pursuant to Article 15: Layoff and Recall.
- 4. **Scheduling of FPP and other Shifts**
 - (a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).
 - (b) The flexible portion of the FPP shall be scheduled as follows:
 - (i) the Employee shall provide the Employer with his or her:
 - (A) Shift availability for greater than the flexible portion of their FPP; and

(B) designated days of rest

for a four (4) (4) week period. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.

- (ii) Where possible, the Employer will confirm the Employee's Shifts (based on an Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.
- (c) The Employer shall not require an Employee to work Shifts which provide less than 15.5 hours off between Shifts (except for Employees working the extended workday who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)
- (d) Where an Employee works a Shift(s) over and above their FPP, Article 30.01(a) shall apply.

5. **Sick Leave**

- (a) Sick leave shall be accrued on all hours worked and paid at the Basic Rate of Pay.
- (b) Sick leave may be taken on any Shift from the scheduled portion or the pre-booked flexible portion of the FPP, in accordance with Article 19: Sick Leave.
- (c) If an Employee is unable to achieve their specified FTE over the four (4) week period referenced in Item 4(b)(i) due to illness or injury, sick leave will be paid up to the specified FTE.

6. **Vacation**

- (a) Vacation will be accrued on all hours worked and paid at Basic Rate of Pay.
- (b) Vacation up to the specified FTE may be requested pursuant to Articles 17: Vacation with Pay, 30: Part-time, Temporary and Casual Employees, and 37: Extended Work Day.

B. **Seasonal Part-time Employee Pilot**

- 1. The definition of Regular Employee under Article 2.04(a) is amended to include (iii) "Seasonal Part-time Employee", is one who is hired under the terms of this Letter of Understanding.
- 2. A Seasonal Part-time Employee shall be covered by the provisions of Article 30.01, except as provided otherwise below.

3. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six **(6)** month period). During the remaining months (for example, the remaining six **(6)** months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.
4. A Seasonal Part-time Employee may achieve such a position by either requesting that their current position be converted into a Seasonal Part-time position, or that a vacancy posted pursuant to Article 14: Promotions, Transfers & Vacancies be converted to a Seasonal Part-time position. Such request shall not be unreasonably denied by the Employer.
5. A Seasonal Part-time Employee may choose to be paid either:
 - (a) for those hours actually worked; or
 - (b) as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.
6.
 - (a) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be pro-rated based on the Employee's part-time FTE.
 - (b) Where a Seasonal Part-time Employee opts to be paid according to Item 5(a) above, such Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable Collective Agreement plans.
7.
 - (a) Such Employee's vacation and sick leave accrual shall be based on her or his regular hours worked.
 - (b) Vacation and sick leave shall only be utilized during the compressed work period described in Item 3 above.

C. Benefit-Eligible Casual Employee ~~Pilot~~

1. Purpose

The purpose the Benefit-Eligible Casual Employee (BECE) ~~Pilot~~ is to:

- (a) retain existing Casual Employees;
- (b) provide flexible options for Employees as they transition through life stages;
and

- (c) enhance recruitment opportunities.

2. **Definition**

A BECE is a Casual Employee with a guaranteed specified FTE of no less than 0.4 FTE and no specified hours per Shifts or Shifts per Shift cycle. A BECE shall be eligible for sick leave pursuant to Article 19: Sick Leave, benefits pursuant to Article 21: Prepaid Health Benefits, and Article 29: Pension Plan, as amended below. Unless otherwise specified below, Article 30.03 shall apply.

3. (a) **BECE Implementation**

- (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.4 FTE.
- (ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.4 FTE.

(b) **BECE Termination**

- (i) A BECE may revert to casual status by providing the Employer with 28 days written notice of their intention to revert to casual status; or
- (ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.

4. **Scheduling of BECE Shifts**

- (a) The BECE will provide the Employer with his or her Shift availability and Shift choices, which exceed their guaranteed FTE, over a four (4) week period.
- (b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.
- (c) Where possible, the Employer shall confirm the Employee's Shifts (based on the Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.
- (d) The Employer will not require an Employee to work Shifts which provide less than 15.5 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)
- (e) Where an Employee works a Shift(s) over and above their specified FTE, Article 30.03 shall apply.

5. **Sick Leave**

- (a) Sick leave will be accrued on the BECE's FTE.
- (b) Sick leave may be taken up to the BECE's FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury.
- (c) If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve their guaranteed FTE by the end of the four (4) week period.

6. **Vacation**

Prior to implementing a BECE ~~pilot~~, the Employer and Local shall specify how the vacation provisions shall be applied.

LETTER OF UNDERSTANDING #8

RE: COMBINED POSITIONS

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

The parties agree that the creation of larger FTEs supports the retention of current Employees by addressing workload issues and enhancing the ability to recruit new Employees;

The parties agree to the following

1. This Letter of Understanding applies to all areas except to the City of Edmonton and the City of Calgary.
2. Where the Employer has been unable to fill small (less than 0.42) FTE positions through the normal posting provisions or Article 14.15, the Employer may post combined positions to work in specified sites. Such positions shall not be structured to work in more than three **(3)** specified sites and the sites must be within 100 kilometres of one **(1)** another. The posting shall indicate that the positions are combined.
3. Employees for the above positions will be assigned a home site.
4. Article 7: Hours of Work and Scheduling Provisions

Schedules for Employees will be posted in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for Shift will not activate the Shift change penalty.
5. Article 8: Overtime

Overtime will be paid as per Article 8: Overtime and Article 37: Extended Work Day recognizing total hours worked in all specified sites.
6. Article 11: Probationary Period and Orientation

Orientation as specified in Article 11.03 shall be provided at the home site. A reasonable orientation shall be provided at each of the other sites.
7. Article 13: Evaluations and Personnel File

The most immediate supervisor at the home site of each Employee will do yearly evaluations in accordance with Article 13: Evaluations and Personnel File.

8. A job description will be developed in accordance with Article 39: Job Description **and Classification** for these positions.
9. When a combined position is vacated, the Employer will, prior to posting the combined position as a vacancy, consider whether the circumstances in one **(1)** or other site have changed to justify using Article 14.15 to increase the FTE of a position at one **(1)** of the sites.

This Letter of Understanding will be in effect until March 31, ~~2017~~ and may be extended by the mutual agreement of the parties.

LETTER OF UNDERSTANDING

RE: ARTICLE 32A: GRIEVANCE & ARTICLE 33: ARBITRATION

~~In efforts to improve the effectiveness of the dispute resolution process, the parties agree to continue the trial period for an amended process.~~

~~During the term of this Collective Agreement, the parties will evaluate the impact of the changes on the effectiveness of the process. In conducting this evaluation, the parties will consider:~~

- ~~• The satisfaction of the participants with the amended process;~~
- ~~• Changes in the timeliness of resolutions;~~
- ~~• Changes in the timeliness of Arbitration hearings and awards; and~~
- ~~• Other criteria as agreed by the parties.~~

~~At the conclusion of the trial period, the parties may agree to:~~

- ~~• Extend the trial period;~~
- ~~• Adopt the trial period process; or~~
- ~~• Amend the trial period process.~~

~~Failing mutual agreement on one of the above options, the trial period shall be terminated and the terms and conditions of Article 32A: Grievance Procedure and Article 33: Arbitration shall be reinstated.~~

~~For the trial period Article 32A: Grievance Procedure and Article 33: Arbitration shall be amended to read:~~

ARTICLE 32A: DISPUTE RESOLUTION PROCESS

32.01A — Purpose

~~The parties agree to the following dispute resolution process in order to resolve any difference related to the application, interpretation or operation of this Collective Agreement in an effort to maintain and enhance the provision of quality health care services.~~

~~The parties agree that the purpose of the Dispute Resolution Process is to:~~

- ~~(a) encourage open, face to face dialogue between the people affected by a dispute;~~
- ~~(b) achieve timely and equitable resolutions to identified issues as close to the source as possible;~~

- ~~(c) — contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;~~
- ~~(d) — recognize and respect the roles, interests and accountabilities of all involved;~~
- ~~(e) — minimize the time and costs involved in resolving disputes; and~~
- ~~(f) — achieve solutions that are consistent with the terms of this Collective Agreement.~~

32.02A — Communication

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

32.03A — 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: Named Holidays.~~
- ~~(b) — Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.~~

32.04A — Meetings

- ~~(a) — An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.~~
- ~~(b) — For purposes of this Article, meetings can be held face to face, via telephone or videoconference. Efforts to meet in person will be made by both parties to the greatest extent possible.~~
- ~~(c) — Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee. Travel compensation shall also be provided in accordance with Article 10: Transportation.~~

~~32.05A — Disputes Affecting More Than One Employee~~

~~If a dispute directly affects two (2) or more Employees, it may be initiated under Article 32.08A.~~

~~32.06A — Disputes Relating to Written Warning, Suspension or Termination~~

~~If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 32.08A.~~

~~32.07A — Initial Problem Solving Stage~~

- ~~(a) — Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.~~
- ~~(b) — The parties agree to share information relevant to the dispute with one another on a without prejudice basis.~~
- ~~(c) — The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.~~
- ~~(d) — If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.~~

~~32.08A — Formal Dispute Resolution — Grievance Filing~~

- ~~(a) — The grievance shall specify the details of the dispute, the Articles of the Collective Agreement affected and the desired resolution.~~
- ~~(b) — A grievance shall be initiated within ten days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.~~
- ~~(c) — The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. 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. The Employer or the Union shall communicate its decision, in writing within seven days of the meeting.~~

- ~~(d) (i) If a resolution is achieved at or following the Article 32.08A(e) resolution meeting, the agreement shall be confirmed in writing by the parties.~~
- ~~(ii) If a resolution is not achieved at or following the Article 32.08A(e) resolution meeting, the grievance may be advanced to Arbitration within seven days of the receipt of the decision.~~

~~32.09A — Mediation~~

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

~~32.10A — Joint Dispute Resolution Advisory Committee (DRAC)~~

- ~~(a) The parties shall form a joint DRAC made up of an equal number of representatives of each party.~~
- ~~(b) Prior to any grievance Arbitration, the parties to a dispute may agree to refer the dispute to DRAC.~~
- ~~(c) The purpose of DRAC's involvement is to assist the parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.~~

- ~~(d) DRAC may make any recommendations it feels appropriate. All recommendations of DRAC are non-binding and privileged, and shall not be used for any other purpose.~~

~~32.11A Arbitration~~

- ~~(a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.~~
- ~~(b) Within ten days after receipt of notification provided for in Article 32.11A(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.~~
- ~~(c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within ten days after receipt of notification provided for in Article 32.11A(b) above, select one of the following arbitrators to hear the Arbitration:~~

~~Mr. Greg Francis ————— Mr. Tom Jolliffe ————— Mr. Tom Hodges~~

~~Mr. David Philip Jones — Mr. Gerald A. Lucas~~

~~Mr. Norman J. Pollack — Mr. Andrew C. L. Sims~~

~~Mr. David G. Tettensor — Mr. Les Wallace~~

~~The selection shall be random.~~

~~Note: The parties may mutually agree to amend the above list.~~

- ~~(d) Where one of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.~~
- ~~(e) After the arbitrator has been selected the arbitrator shall meet with the parties within 6 months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.~~
- ~~(f) The decision of the arbitrator shall be final and binding on the parties.~~
- ~~(g) 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 an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific~~

~~penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.~~

- ~~(h) — Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.~~
- ~~(i) — The fees and expenses of the arbitrator shall be borne equally by the two **(2)** parties to the dispute.~~
- ~~(j) — Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.~~

LETTER OF UNDERSTANDING

**RE: OCCUPATIONAL HEALTH & SAFETY - HAZARD
ASSESSMENTS, ADMINISTRATIVE POLICIES AND
PROCEDURES AND PERSONAL PROTECTIVE DEVICES**

- ~~1. Pursuant to Article 34: Occupational Health & Safety, within 60 days of ratification, the Employer will provide the Occupational Health and Safety Committee with copies of hazard assessments, administrative policies and procedures regarding use of latex supplies and equipment, personal protective devices, "safety engineered" needles, and other medical sharps devices.~~

LETTER OF UNDERSTANDING

RE: PREPAID HEALTH BENEFITS

The following items are included in the Supplementary Health Care Plan:

- ~~Hearing Aids — Increase to \$3000/five years~~
- ~~Diabetic Supplies — provide 100% Direct Bill coverage~~
- ~~Diabetic Supplies — Include Insulin Pumps (100% coverage every five years)~~
- ~~Surgical Stockings/Compression Hose — two (2) pair/year~~
- ~~Foot Orthotics — \$500/two (2) years~~
- ~~Increase maximum for Psychologist from \$50/visit to \$100/visit with a maximum of 20 visits per year.~~
- ~~Chiropractic coverage — provide payment under the benefit plan before provincial maximum reached.~~
- ~~Lowest Cost Alternative Medication Coverage, unless otherwise specified~~
- ~~100% Coverage for respiratory equipment (including CPAP machines and supplies)~~
- ~~Coverage for listed vaccines (Hep A and Hep B)~~

LETTER OF UNDERSTANDING

RE: STAFFING AND WORKLOAD INITIATIVE

~~The parties recognize staffing and workload are issues of mutual concern that directly impact patient/resident/client outcomes, the safety, satisfaction and morale of Employees, and the effectiveness of health care organizations.~~

~~The parties agree to create a provincial Joint Staffing Task Force (Task Force). The Task Force will be comprised of Union and Employer representatives. The purpose of the Task Force will be to review the issues of staffing and workload and make recommendations to address these issues. This may include, but is not limited to, assessment and evaluation of the following areas:~~

- ~~• nurse to patient ratios~~
- ~~• staffing plans~~
- ~~• frameworks and principles for staffing~~
- ~~• workload measurement systems~~
- ~~• scopes of practice~~
- ~~• healthy workplaces~~
- ~~• inter-disciplinary teams.~~

~~This may include:~~

- ~~• reviewing related research~~
- ~~• conducting or making recommendations for further research~~
- ~~• identifying opportunities and making recommendations for pilot projects~~
- ~~• consulting with other groups doing similar work (e.g., other provinces and other provincial nursing Unions, the Canadian Federation of Nursing Unions [CFNU], Alberta professional colleges, the Clinical and Nursing Practice Leaders' Network [CNPLN], the Nursing Advisory Council of Alberta [NACA], and Alberta Health and Wellness), and explore opportunities for collaboration.~~

~~The Task Force will make recommendations to their respective principals regarding participation in research, pilot projects and implementation of any initiatives related to these issues.~~

~~The Task Force may also consider and make recommendations to the Provincial Government regarding workforce planning matters.~~

LETTER OF UNDERSTANDING #9

RE: MERGER OR DIVISION OF UNITS

The parties agree the Employer retains the right to create positions that entail regularly working on more than one **(1)** unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. The parties further agree that notwithstanding any provision of this Collective Agreement, in the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee's position. This does not preclude the Employer from requiring an Employee to "float" to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.

LETTER OF UNDERSTANDING #10

RE: SCHEDULING

- A. For the purposes of Article 7: Hours of Work and Scheduling Provisions, the parties agree to the following:
1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labeling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one **(1)** hour on a day considered to be a scheduled day of rest.
 2. For the purposes of Article 7.02(g)(ii) “two **(2)** consecutive days of rest” shall mean:
 - (a) For Employees moving from day Shift to day Shift – two **(2)** complete calendar days off, ensuring a minimum of 63.75 hours off duty.
 - (b) For Employees moving from day Shift to evening Shift – two **(2)** complete calendar days off, ensuring a minimum of 71.75 hours off duty.
 - (c) For Employees moving from day Shift to night Shift – one **(1)** complete calendar day off, one **(1)** day where no more than one **(1)** hour is worked ensuring a minimum of 55.75 hours off duty.
 - (d) For Employees moving from evening Shift to day Shift – two **(2)** complete calendar days, ensuring a minimum of 55.75 hours off duty.
 - (e) For Employees moving from evening Shift to evening Shift – two **(2)** complete calendar days, ensuring a minimum of 63.75 hours off duty.
 - (f) For Employees moving from evening Shift to night Shift - one **(1)** complete calendar day off, one **(1)** day where no more than one **(1)** hour is worked, ensuring a minimum of 47.75 hours off duty.
 - (g) For Employees moving from night Shift to day Shift – two **(2)** complete calendar days off, ensuring a minimum of 71.75 hours off duty.
 - (h) For Employees moving from night Shift to evening Shift – two **(2)** complete calendar days, ensuring a minimum of 79.75 hours off duty.
 - (i) For Employees moving from night Shift to night Shift – one **(1)** complete calendar day off, one **(1)** day where no more than one **(1)** hour is worked, ensuring a minimum of 63.75 hours off duty.

3. “Week” shall mean seven (7) consecutive days commencing at 0000h, on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks notice.

LETTER OF UNDERSTANDING #11

RE: LUMP SUM PAYMENT

The parties agree that:

1. An Employee shall receive a lump sum payment of up to \$1750, to be paid semi-annually, as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes September 30; and
 - (ii) \$875 on the first pay day following the pay period which includes March 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes September 30, pro-rated to their regular hours actually worked between April 1 and September 30; and
 - (ii) \$875 on the first pay day following the pay period which includes March 31, pro-rated to their regular hours actually worked between October 1, and March 31.
2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (a) Leaves of absence for Union and Local business;
 - (b) Other leaves of absence of one **(1)** month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation; and
 - (e) Educational leave up to 24 months.
3. Employees who commence employment or change her or his employment category within one **(1)** of the defined qualifying periods shall have their entitlement pro-rated.
4. Employees terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.
5. This Letter of Understanding shall not apply to Undergraduate Nurses.

LETTER OF UNDERSTANDING #12

RE: COST OF LIVING LUMP SUM PAYMENT (~~2012/2013~~ 2015/2016 FISCAL YEAR)

The parties agree that:

1. For the April 1, 2016~~2~~ wage increases in the Salary Appendix, if the Consumer Price Index (CPI), based on the Statistics Canada Annual Alberta CPI figure for 2015~~4~~, is above 5%, then an Employee shall receive a Cost of Living Lump Sum payment, paid semi-annually, calculated as follows:

(a)	Change in Alberta 2015 4 CPI	-	5%	=	Cost of Living Protection (%)
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(b)	Cost of Living Protection (%)	X	Regular hours actually worked between April 1, 2016 2 - September 30, 2016 2	X	Basic Rate of Pay on March 31, 2016 2	=	September 30, 2016 2 Cost of Living Lump Sum Payment*
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(c)	Cost of Living Protection (%)	X	Regular hours actually worked between October 1, 2016 2 - March 31, 2017 3	X	Basic Rate of Pay on March 31, 2016 2	=	March 31, 2017 3 Cost of Living Lump Sum Payment**
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* Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes September 30, 2016~~2~~.

** Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes March 31, 2017~~3~~.

2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:

- (a) Leaves of absence for Union and Local business;
- (b) Other leaves of absence of one (1) month or less;
- (c) Time on sick leave with pay;
- (d) Absences while receiving Workers’ Compensation; and
- (e) Educational leave up to 24 months.

LETTER OF UNDERSTANDING

RE: FACILITATION OF RETIREE ENROLLMENT INTO THE ALBERTA RETIRED TEACHERS' ASSOCIATION BENEFIT PLAN

~~The Employer agrees to take all necessary steps to facilitate the enrollment of retired employees on the Alberta Retired Teachers' Association (ARTA) Benefit Plan for post employment Supplemental Health Care and Dental coverage effective January 1, 2011. This will include:~~

- ~~1. Obtaining all relevant information from the ARTA Benefit Plan and sharing the information with the Union.~~
- ~~2. Enrolment in the ARTA Benefit Plan will be subject to the terms and conditions of the ARTA Benefit Plan.~~
- ~~3. Work with ARTA to develop information materials for retired and retiring Employees.~~
- ~~4. The Employer and the Union will post the information for retired and retiring Employees on their web sites.~~
- ~~5. Effective January 1, 2011, the Employer will provide retiring Employees with the information to facilitate their enrollment on the ARTA Benefit Plan.~~
- ~~6. All retired and retiring Employees wishing to access the ARTA Benefit Plan must become ARTA members.~~
- ~~7. The premiums for retiree Supplementary Health Care and Dental coverage shall be paid 100% by the retiree.~~

LETTER OF UNDERSTANDING

RE: COMMITMENT TO HIRE ALBERTA NURSING STUDENT GRADUATES

The parties agree as follows:

1. ~~On an annual basis, the Employers will have a sufficient number of either regular positions, or temporary positions of six (6) months or greater, to be able to hire at least 70% of the Alberta nursing student graduates. Such positions shall be within the direct nursing care and nursing instruction bargaining unit.~~
2. ~~For information, the Employers will provide a quarterly summary of the Alberta nursing student graduates that have been hired. This summary will be presented to the Joint Committee for review.~~
3. ~~If the Employers have not been able to hire at least 70% of Alberta nursing student graduates into either regular positions, or temporary positions of greater than six (6) months, the Joint Committee will examine the reasons.~~
4. ~~This Letter of Understanding shall be effective April 1, 2010 and shall expire on March 30, 2013.~~

LETTER OF UNDERSTANDING #13

RE: NO REDUCTION OF NURSING HOURS

The parties agree that:

1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees.
2.
 - (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.
 - (b) The benchmark against which future annual comparisons of total Employee hours worked shall be the total of Employee hours worked between **April 1, 2012** and **March 31, 2013** (Benchmark Hours). A report of these hours will be broken into quarterly segments. Where possible, the report will provide information by zone, and by site or community services.
3. The process to conduct the future annual comparisons will be as follows:
 - (a) The Employers will provide the Joint Committee with the Benchmark Hours within 120 days of ratification of this Collective Agreement.
 - (b) For information, the Employers will provide the Joint Committee with quarterly reports on the total number of hours worked. For comparison and analysis purposes, where possible, the report will provide information by zone, and by site or community services.
 - (c)
 - (i) The Employers will provide the Joint Committee with an annual report on the total number of hours worked by Employees, with an analysis of the variation.
 - (ii) Where there is a negative variation in the total number of hours worked, the Employers will provide an explanation of the variance.
 - (iii) The Employers will take every reasonable action necessary to increase the total hours worked to the Benchmark Hours. The Employers will share information regarding these actions with the Union.

LETTER OF UNDERSTANDING

RE: JOINT WORKFORCE REGULARIZATION PROCESS

1. ~~“Regularization Hours” shall be defined as overtime hours worked in the bargaining unit, hours worked by casual Employees in the bargaining unit, hours worked by part-time Employees in the bargaining unit other than regularly scheduled shifts, and direct nursing care or nursing instruction hours worked by individuals not directly employed by the Employer.~~
2. ~~The Employer agrees that, wherever possible, Regularization Hours will be converted into, or added to, regular positions.~~
3. ~~Joint Workforce Regularization Provincial Project Steering Committee~~
 - (a) ~~Within 60 days of ratification of this Collective Agreement, the parties shall establish a provincial joint union management project steering committee (Steering Committee).~~
 - (b) ~~Within 60 days of its first meeting, the Steering Committee shall develop guidelines and identify available and relevant information to support the review, analysis and decisions of local committees related to the conversion of Regularization Hours into regular positions.~~
 - (c) ~~During the term of the project, the Steering Committee shall~~
 - (i) ~~receive ongoing reports from the local committees, monitor the progress of local committee discussions, support sharing of information and learnings between local committees. The Steering Committee may also provide support and consultation to local committees upon request.~~
 - (ii) ~~evaluate the effectiveness of the workforce regularization process.~~
4. ~~Local Committees~~
 - (a) ~~Within 120 days of ratification of this Collective Agreement, the parties shall establish joint union management committees (Local Committees). The purpose of the Local Committees is to determine which Regularization Hours are possible to convert into regular positions, or to increase the FTE of existing positions pursuant to Article 14.15.~~
 - (b) ~~The Local Committees shall be composed of an equal number of Local and Employer representatives.~~

- ~~(e) — The Employer shall provide the Local Committees with all available and relevant information regarding the Regularization Hours and regular hours worked.~~
- ~~(d) — The Local Committee shall examine the Regularization Hours and regular hours worked of the Employer's for the last 12 months grouped by units, groups of units, sites or departments as determined by the Employer's administrative structure.~~
- 5. ~~(a) — The Employer retains the right to determine the FTE of the new positions, or the FTE to be offered to current Employees.~~
 - ~~(i) — Resulting vacancies shall be posted and filled in accordance with the provisions of the Collective Agreement.~~
 - ~~(ii) — Additional FTEs will be offered to current Regular Part-time Employees in accordance with Article 14.15.~~
- 6. ~~The Local Committees shall have 12 months from the date of ratification of this Collective Agreement to complete the initial assessment and conversion process.~~
- 7. ~~Where a Local Committee is unable to mutually agree on whether or not hours can be converted, it shall be referred to DRAC for resolution. If the issue remains unresolved it shall be referred to Arbitration in accordance with the Collective Agreement.~~

LETTER OF UNDERSTANDING

RE: TRANSITIONAL ISSUES (ALBERTA HEALTH SERVICES)

1. ~~Payroll System~~

- ~~(a) The Employer agrees to move towards all Alberta Health Services Employees being placed on a common payroll system with a bi-weekly pay period.~~
- ~~(b) The parties will discuss the following issues as Employees move into the common payroll system:
 - ~~(i) Article 5.01(a) – union dues~~
 - ~~(ii) Article 17.01 – definition of vacation year~~
 - ~~(iii) Article 30.03a(v) – date established for Casual Employee overtime~~
 - ~~(iv) Article 42 – EI Premium Reduction~~~~

2. ~~Prepaid Health Benefits~~

~~The parties shall establish a working committee that will review the prepaid health benefits of Employees with a view to reaching a single benefits plan that will ensure overall equivalence to the previous Health Organization Benefit Plan (HOBP).~~

3. ~~Classifications~~

- ~~(a) The Employer will establish a system to assign positions into classification.~~
- ~~(b) Employees who are reclassified to a lower classification will be red-circled until such time as their current rate of pay equals or exceeds the rate of pay of the new classification. In these cases Article 15 shall not apply.~~
- ~~(c) Employees who are reclassified to a higher rated classification will receive retroactivity to the date of ratification of this Collective Agreement, or when the Employee commenced in the position, whichever is later.~~
- ~~(d) The system will be shared with the Joint Committee.~~

LETTER OF UNDERSTANDING #14

RE: EMPLOYEES WITH MULTIPLE EMPLOYMENT RELATIONSHIPS (ALBERTA HEALTH SERVICES)

1. Employees who, on ~~the effective date of this Collective Agreement~~ (June 30, 2010), occupied more than one **(1)** position with the Employer (“the former positions”), shall thereafter be deemed to hold just one **(1)** position subject to the following conditions:
 - (a) Employees may continue to hold the former positions for so long as the Employee remains in those positions. The positions will be administered like multi-site positions until the Employee no longer holds more than one **(1)** former position.
 - (b) No Employee may continue to hold former positions consisting of more than 1.0 full time equivalent.
 - (c) Employees over the 1.0 FTE limit will advise the Employer of which position, positions or portions of a position they wish to drop to reduce their total to 1.0 FTE.
 - (d) If the Employee does not make a choice, or makes a choice that is in the Employer’s view unfeasible, the Employer will first attempt to resolve the matter with the Employee, failing which it may decide on the former position, positions or part of a position to be dropped and reduce the Employee to 1.0 FTE.
 - (e) Where the Employee’s existing shift schedules are non-compliant as a result of the former positions being treated as one **(1)** multi-site position:
 - (i) The Employee may continue to work those schedules as if they were two **(2)** positions without additional premiums due to the combined effect of the two **(2)** schedules. However, this shall only last until the Employer reposts the first of the two **(2)** schedules and in any event no later than June 30, 2011.
 - (ii) In order to re-schedule the Employee in a manner that will be contract compliant the Employer and Employee will attempt to agree on new contract compliant schedules and in doing so may agree to redistribute the Employee’s FTE distribution between sites. Failing agreement the Employer will decide on the former position, positions or part of a position to be eliminated or modified in order to allow the contract compliant schedules. In so doing, the Employee’s overall FTE allocation will not be reduced.
 - (f) Employees still holding former positions under this section may use the provisions of Article 14.15 at any time rather than just once per year provided:

- doing so will consolidate their work assignments,
 - they do not, by so doing, exceed 1.0 FTE's in total.
- (g) The Employer may reconfigure any former position or part of a former position vacated by Employees holding former positions under this clause.
2. Any former position or part of a former position vacated as a result of this Letter of Understanding shall be filled in accordance with Article 14.15(b).
 3. Employees previously occupying more than one **(1)** position shall have their vacation entitlement adjusted to recognize their prior employment in all positions up to a maximum of one FTE **(1.0)**, retroactive to April 1, 2009. The onus is on the Employee to provide the Employer with satisfactory proof of qualifying prior employment.
 4. The hours in each Employee's sick leave banks shall be added together to create a single sick leave bank. If the two **(2)** sick leave banks added together total more than the 120 day or 930 hour maximum, then the maximum is capped at 120 days or 930 hours.
 5. (a) Regular Employees who, as of June 30, 2010, also worked as Casual Employees under what was a second contract of employment shall, up until September 30, 2010:
 - (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
 - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 and up to September 30, 2010.
 - (b) Effective October 1, 2010, compensation for additional shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
 6. (a) Casual Employees who, as of June 30, 2010 worked under more than one **(1)** casual employment contract shall, up until September 30, 2010:
 - (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.

- (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 and September 30, 2010.
 - (b) Effective October 1, 2010, compensation for all shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
- 7. Regular Employees who, as of June 30, 2010, worked under more than one **(1)** regular part-time contract of employment shall, ~~up until June 30, 2013~~**11**, have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 ~~and until such time as his or her employment relationship has been consolidated. June 30, 2013~~**11**.
- 8. For the purposes of paragraphs 5, 6 and 7 above, the onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is three **(3)** months from the latter date indicated in paragraphs 5, 6 and 7, as applicable.
- 9.
 - (a) Hours worked in one **(1)** position that were included in any recognition of previous experience in accordance with Article 27: Recognition of Previous Experience when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e., hours cannot be counted twice).
 - (b) The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one **(1)** month, periods of sick leave and WCB and educational leave up to 24 months).
 - (c) Only hours worked up to the equivalent of full-time hours shall be recognized.
- 10. Nothing in this Letter of Understanding modifies the provisions of the *Employment Standards Code*.

LETTER OF UNDERSTANDING #15

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) week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks pay.
 - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 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: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15: Layoff and Recall 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 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: Layoff and Recall 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, 2017~~3~~, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #16

RE: DUTY TO ACCOMMODATE

- 1. The parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.**
- 2. If at any point during the process of accommodation a dispute arises, either party may refer the matter to the Dispute Resolution Advisory Committee referenced in Article 32: Dispute Resolution Process.**

LETTER OF UNDERSTANDING #17

RE: GRANDFATHERING OF EMPLOYEES AT CERTAIN SITES FOR EMPLOYEES AT AHS SITES WITH 100% HEALTH AND/OR DENTAL REIMBURSEMENT COVERAGE

Effective the first of the month following 90 days after the date of ratification, or January 1, 2015, which ever is later, all eligible Employees shall be enrolled on the new consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan). The Plan is compulsory and includes among other benefits, a Supplementary Health plan with 80% reimbursement for prescribed medication and a Dental Benefits plan that reimburses 80% of eligible Basic Services; 50% of eligible Extensive Services (maximum \$3000 per insured person per benefit year) and 50% of eligible Orthodontic Services (lifetime maximum of \$3000 per insured person).

Recognizing that as of the date of ratification, the following sites (or portions of sites) have 100% reimbursement for prescribed medication and 100% reimbursement for Basic dental services:

100% Prescription Drug Co-insurance	100% Basic Dental Co-Insurance
The following sites/programs in Northern Lights & Northwestern Former Health Entities (FHEs), including positions designated as "Community" and "Facility", but excluding NARP positions: <ul style="list-style-type: none"> - Northwest Health Centre (NWHC - High Level), Addiction & Mental Health, & Public Health - Fort Vermillion Community Health Centre - St. Theresa General Hospital (Fort Vermillion) - La Crete Advanced Ambulatory Care Center, Community Health Centre & Continuing Care Centre - Northern Lights Regional Health Centre (NLRHC – Fort McMurray), Community Cancer Centre, Mental Health & Psychiatry Unit - Fort McMurray Addictions - Fort McMurray Public Health - Rainbow Lake Community Health Centre 	
Peace Country FHE <ul style="list-style-type: none"> - Valleyview Health Centre (*Facility) 	
Aspen FHE <ul style="list-style-type: none"> - Athabasca Healthcare Centre (*Facility) - Boyle Health Centre (*Facility) - Elk Point Health Centre (*Facility) - Smoky Lake Health Centre & Continuing Care 	

(*Facility) - Hinton Health Centre (*Facility) - Jasper Health Centre (*Facility) - Edson Health Centre (*Facility)	
David Thompson FHE - Sundre Hospital & Care Centre (*Facility) - Coronation Hospital (*Facility) - Ponoka Hospital & Care Centre (*Facility)	
East Central FHE -Provost Health Centre (*Facility) -Wainwright Health Centre (*Facility)	
Chinook FHE - Fort MacLeod Health Centre (*Facility) - Pincher Creek Health Centre (*Facility) - Crowsnest Pass Health Centre (*Facility) - Milk River Health Centre (*Facility) - Cardston Health Centre (*Facility) - Coaldale Health Centre (*Facility)	Chinook - Cardston Health Centre (*Facility) - Coaldale Health Centre (*Facility)
	Calgary - Oilfields Hospital Black Diamond (*Facility)

For these sites (or portions of sites) the parties agree as follows:

1. **Employees employed at AHS sites (or portions of sites) with 100% reimbursement for prescribed medication and 100% reimbursement for Basic dental services as of the date of ratification, will transition into the consolidated HBTA Plan, but will maintain their 100% reimbursement as noted above.**
2. **An Employee who transfers out of one (1) of the sites (or portions of sites) as noted above, will be enrolled on the standard HBTA Benefits Plan in accordance with Article 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer.**
3. **Notwithstanding Item 1 above, Employees hired or transferred into a benefits eligible position at those sites noted above on or after January 1, 2017 will be enrolled on the standard HBTA benefits plan in accordance with Article 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer or hire. This provision does not apply to an Employee who was employed at one (1) of those sites prior to 2017 and who was thereafter transferred to another position at the same or another of those sites.**

LETTER OF UNDERSTANDING #18

RE: NON-HBTA BENEFIT PLANS

Where an Employer signatory to this collective agreement is not a member of the Health Benefit Trust of Alberta (HBTA), such Employers must provide HBTA-equivalent group plans in accordance with Article 21: Prepaid Health Benefits.

A plan required to be equivalent to HBTA will not be found deficient if any additional benefits provided out weigh any specific alleged deficiency. That is, except for benefits specifically described in Article 21.01, plan benefits are to be assessed on an overall value to employee basis.

LETTER OF UNDERSTANDING #19
PROFESSIONAL RESPONSIBILITY

The parties will forthwith establish a forum for good faith discussions during the term of the collective agreement about how to improve the effectiveness of the Professional Responsibility Committee and addressing concerns about safe staffing.

LETTER OF UNDERSTANDING #20
2013-2016 LUMP SUM PAYMENTS

1. 2013 Lump Sum

- (a) The \$2,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual Employees, the \$2,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013 and March 31, 2014 to the full-time hours of work at their home site, to a maximum of \$2,000.
- (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers’ Compensation; and
 - (v) Educational leave up to 24 months.
- (d) The Employee’s status shall be based on their status on the date of ratification.
- (e) All amounts are subject to applicable deductions.
- (f) Such lump sum payments shall not be pensionable.
- (g) The Employer shall pay the lump sum within 90 days from the date of ratification of the Collective Agreement.

2. 2014-15 and the 2015-16 Lump Sum Payments

- (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2014 and March 31, 2015 (or April 1, 2015

and March 31, 2016, as the case may be) to full-time hours of work at their home site, to a maximum of \$1,000.

- (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:**
 - (i) Leaves of absence for Union and Local business;**
 - (ii) Other leaves of absence of one (1) month or less;**
 - (iii) Time on sick leave with pay;**
 - (iv) Absences while receiving Workers’ Compensation; and**
 - (v) Educational leave up to 24 months.**
- (d) The Employer shall pay the lump sum semi-annually, with half being paid on the first pay day following the pay period which includes September 30, and half being paid on the first pay day following the pay period which includes March 31.**
- (e) Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement pro-rated.**
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.**
- (g) All amounts are subject to applicable deductions.**
- (h) Such lump sum payments shall not be pensionable.**

DRAFT ADDENDUM OF LOCAL CONDITIONS

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

I. ALBERTA HEALTH SERVICES - SOUTH ZONE

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO FORT MACLEOD HEALTH CARE CENTRE: SPECIAL DEVELOPMENT UNIT AND UNITED NURSES OF ALBERTA, LOCAL #82

1. HOURS OF WORK AND SCHEDULING

The provisions of Article 7: Hours of Work and Scheduling shall be amended as follows:

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

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

(i) 11.08 hours per day; and

(ii) 38.78 hours per week averaged over one **(1)** Shift cycle.

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

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

(i) include, as scheduled by the Employer, one **(1)** rest period of 15 minutes during each period of 3.875 hours of work; and

(ii) exclude, as scheduled by the Employer, two **(2)** meal periods, each of 30 minutes each. Two **(2)** or more meal periods or rest periods may be combined by agreement between the Employee and the Employer; except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

- (i) permanent days;
- (ii) permanent nights (only by request of the Employee);
- (iii) nights and days rotation.

An application in response to a position posted with Shift pattern (ii) constitutes an Employee request for the purposes of this section.

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

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two **(2)** blocks per year totalling not more than 14 calendar days per year.
- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working pattern (ii), regardless of how long they have worked in that Shift pattern, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle provided that in the event of an emergency, or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest

shall not be considered day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each Shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below 1/2 when it is mathematically impossible to assign all available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between Shifts;
 - (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) not more than four **(4)** consecutive 11.08 hour Shifts without days off; and
 - (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Full-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.
- (h) Article 7.02(h) shall not apply.

2. **OVERTIME**

The provisions of Article 8: Overtime shall be amended as follows:

Amend Article 8.01(a) to read:

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 11.08 hours per day or on scheduled days of rest.

3. **PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

(a) Hours of Work and Scheduling

Item 1, Hours of Work and Scheduling shall apply, except as amended as follows:

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

Amend Article 7.01 (a) to read:

7.01(a) (i) Regular hours of work for regular 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 11.08 hours per day and in any event, shall be less than 38.78 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

(iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's Basic Rate of Pay for hours worked up to 11.08 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.08 hours in a day.

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

(ii) Amend Article 30.01(b) to read:

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 22.5 hours off duty on a Shift changeover between Shifts;
- (ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 14 in a four **(4)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no premium is required;
- (iii) not more than four **(4)** consecutive 11.08 hour Shifts without days off; and
- (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Part-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.

(b) Increment Accrual

Amend Article 30.01(c) (i) to read:

30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

ADDENDUM B: ~~LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES – SOUTH ZONE AND UNITED NURSES OF ALBERTA, LOCALS #23, #66, #82, #89, #102, #120, #131, #140, #152, #160, AND #164~~

1. ~~CLINICAL NURSE SPECIALIST~~

(a) ~~Article 7.01(e) is amended to read:~~

~~Full-time Instructors, and regular Clinical Nurse Specialists may work flexible hours by agreement between the Instructor or the Clinical Nurse Specialist, and the Employer.~~

(b) ~~Article 17.02(b) is amended so the title reads:~~

~~Head Nurse and Instructor and Clinical Nurse Specialist.~~

(c) ~~Article 30.01(d), amending Article 17.02(b)(ii) is amended so the title reads:~~

~~Head Nurse and Instructor and Clinical Nurse Specialist.~~

(d) ~~The Salary Appendix is amended by the addition of the classification:~~

Clinical Nurse Specialist

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84
April 1, 2010	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84
April 1, 2011	\$37.88	\$39.55	\$41.24	\$42.88	\$44.57	\$46.29	\$47.72	\$49.12	\$50.84
April 1, 2012	\$39.40	\$41.13	\$42.89	\$44.60	\$46.35	\$48.14	\$49.63	\$51.08	\$52.87

ADDENDUM GB: LOCAL CONDITIONS APPLICABLE TO RAYMOND CARE CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #120

1. PARKING

Employees will not be charged for the use of unreserved parking stalls.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO RAYMOND GENERAL HOSPITAL AND UNITED NURSES OF ALBERTA, LOCAL # 418

1. HOURS OF WORK AND SCHEDULING

It is agreed by both Parties that the current work schedule will remain in place until such time that the Employer determines that there is a bonafide requirement to implement a change or when the Employees request the schedule be changed. In any case there will be a minimum of 12 weeks notice given. At that point the current Collective Agreement/Scheduling provisions and Local Conditions will be followed.

The provisions of Article 7: Hours of Work and Scheduling shall be amended as follows:

(a) Amend Article 7.01(a) and 37.02 Option I (A): 7.01 (a) to read:

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

- (i) 7.75 consecutive hours per day and 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule: or**
- (ii) 11.08 consecutive hours per day or 36.01 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.**

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

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

- (i) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each period of 3.875 hours of work.**

(c) Add Article 7.02(g) (vi):

- (g) (vi) at least 11.75 hours off duty between an Extended Work Day and a consecutive regular workday.**

2. OVERTIME

The provisions of Article 8: Overtime shall be amended as follows:

Amend Article 8.01(a) to read:

8.01 a) (i) Overtime is all time authorized by the Employer and worked by an Employee in excess of a regularly scheduled shift of 7.75 hours per day or on scheduled days of rest.

- (ii) **Overtime is all time authorized by the Employer and worked by an Employee in excess of a regularly scheduled shift of 11.08 hours per day or on scheduled days of rest.**

Note: When deciding whether 8.01 a) (i) or 8.01 a) (ii) is applicable the determining factor will be the scheduled shift that is being covered.

3. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- (a) **Regular hours of work for Regular Part time Employees who work at least one (1) scheduled Extended Workday shift, exclusive of meal breaks, shall be as scheduled by the Employer but shall be less than those for Full Time Employees. They may be less than 11.08 hours per day, and in any event, shall be less than 36.01 hours per week averaged over one (1) complete Cycle of the Shift Schedule**

- (b) **Amend Article 37.02(E) to read:**

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

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

- (i) **at least 22.5 hours off duty on a Shift changeover between Shifts;**
- (ii) **9 designated days of rest per Cycle of the Shift Schedule with an additional 1 designated day of rest for every 2 scheduled extended work day shifts, or part thereof, up to a maximum of 15. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required**

Extended Work Day (EWD – 11.08)	Designated Days of Rest (DDO)
1	1
2	1

3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5
11	6
12	6

- (iii) **two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day proceeding the designated days of rest fall on a weekend; and**
- (iv) **not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.**
- (v) **Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 79.75 hours off duty.**

(b) Increment Accrual

Amend Article 30.01(c) (i) to read:

30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each

period of 1711.5 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

30.03 (b) Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.5 regular hours actually worked to the maximum increment granted Full-time Employees.

~~12. SENIORITY~~

~~12.01 (a) An Employee's "Seniority Date" shall be established as the date on which a Regular or Temporary Employee's began continuous employment with Alberta Health Service or its predecessors, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.~~

~~12.01 (b) Notwithstanding 12.01(a), above, where prior to commencing employment with Alberta Health Services, and Employee was employed with an employer with a bargaining relationship with UNA with a collective agreement that contained a reciprocal seniority clause, "continuous service" shall include service with that employer, provided there was no break in service with that Employer longer than six (6) months.~~

**~~ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES
LETTERS TO EMPLOYEES~~**

~~This provision is for transitional purposes only, any subsequent changes will be subject to the main body of the Collective Agreement.~~

~~No later than May 31, 2013, each Employee shall receive a letter from Alberta Health Services, 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);~~
- ~~(e) increment level; and~~

~~(f) the site or sites the person will work “at”, or “at or out of”, as the case may be.~~

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

~~Each Employee shall have 60 consecutive calendar days from May 31, 2013, to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. Failing such agreement, the parties agree that the matter will be referred to the Labour Relations Advisor, (UNA) and the Director Human Resources Client Services – South for resolution. Should Alberta Health Services and the United Nurses of Alberta be unable to reach an agreement, this matter will be referred to an expedited arbitration process within 60 days to be heard by an arbitrator selected through the DRAC process.~~

4. PARKING

Employees will not be charged for the use of unreserved parking stalls.

ADDENDUM D: LOCAL CONDITIONS APPLICABLE TO ALFRED EGAN HOME AND UNITED NURSES OF ALBERTA, LOCAL # 409

1. HOURS OF WORK AND SCHEDULING PROVISIONS

It is agreed by both Parties that the current work schedule will remain in place until such time that the Employer determines that there is a bonafide requirement to implement a change or when the Employees request the schedule be changed. In any case there will be a minimum of 12 weeks notice given. At that point the current Collective Agreement/Scheduling provision and Local Conditions will be followed.

The provision of Article 7: Hours of Work and Scheduling shall be amended as follows:

(a) Amend Article 7.01 (a) and 37.02 Option 1 (A): 7.01 (a) to read:

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

(ii) 11.25 consecutive hours per day or 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each period of 3.875 hours of work.

2. OVERTIME

The provisions of Article 8: Overtime shall be amended as follows:

Amend Article 8.01(a) to read:

- (a) **8.01(a)(ii) Overtime is all time authorized by the Employer and worked by an Employee in excess of a regularly scheduled shift of 11.25 hours per day or on scheduled days of rest.**

3. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(a) **Hours of Work and Scheduling**

Item 1, Hours of Work and Scheduling shall apply, except as amended as follows:

- (i) Amend Article 30.01(a) to read:

Amend Article 7.01(a) to read:

- 7.01(a)(i) Regular hours of work for regular 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 11.25 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.**
- (ii) **Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.**
- (iii) **A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).**
- (iv) **Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee**

shall be paid the Employee's Basic rate of Pay for hours worked up to 11.25 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.25 hours in a day.

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

(ii) Amend Article 30.01(b) to read:

Amend Article 7.02(g) to read:

Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- i) at least 22.5 hours off duty on a Shift change over between Shifts;
- ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive. There shall be a minimum of 29 days of rest in each eight (8) week Shift cycle, for a total of 88 in a twenty-four (4) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no premium is required;
- iii) not more than four (4) consecutive 11.25 hour Shift without days off; and
- iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Part-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.

(b) Increment Accrual

Amend Article 30.01(c)(i) to read:

- 30.01(c)(i)** Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Casual Employees Increment Accrual

Amend Article 30.0.3(b) to read:

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

4. PARKING

Employees will not be charged for the use of unreserved parking stalls.

II. ALBERTA HEALTH SERVICES - CALGARY ZONE

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CALGARY ZONE AND UNITED NURSES OF ALBERTA, LOCALS #1, #34, #40, #65, #80, #95, #115, #119, #121, #143, #202, #206, #211, #228, #307, #308, AND #313

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

Mental Health Worker/Therapist: Registered Nurse rates.

~~2. Clinical Nurse Specialist~~

- ~~(a) Article 7.01(e) is amended to read:~~

~~Full-time Instructors, and regular Clinical Nurse Specialists and Nurse Clinicians may work flexible hours by agreement between the Instructor or the Clinical Nurse Specialist, and the Employer.~~

- ~~(b) Article 17.02(b) is amended so the title reads:~~

~~Head Nurse and Instructor, Clinical Nurse Specialist, and Nurse Clinician.~~

- ~~(c) Article 30.01(d), amending Article 17.02(b)(ii) is amended so the title reads:~~

~~Head Nurse and Instructor, Clinical Nurse Specialist, and Nurse Clinician.~~

- ~~(d) The Salary Appendix is amended by the addition of the two (2) classifications: Clinical Nurse Specialist and Nurse Clinician.~~

Clinical Nurse Specialist

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84
April 1, 2010	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84
April 1, 2011	\$37.88	\$39.55	\$41.24	\$42.88	\$44.57	\$46.29	\$47.72	\$49.12	\$50.84
April 1, 2012	\$39.40	\$41.13	\$42.89	\$44.60	\$46.35	\$48.14	\$49.63	\$51.08	\$52.87

~~Nurse Clinician: Assistant Head Nurse Rates~~

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CALGARY ZONE AND UNITED NURSES OF ALBERTA, LOCAL #211 (COMMUNITY)

1. **RESPONSIBILITY ALLOWANCE AND TEMPORARY ASSIGNMENT PAY**

Amend Article 16 to add Article 16.07:

16.07 An in-charge premium of \$1.00 per hour shall be paid to a designated Employee when the Manager is not readily available for consultation.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO CLARESHOLM CARE CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #228

1. **PARKING**

Employees will not be charged for the use of unreserved parking stalls.

III. ALBERTA HEALTH SERVICES - CENTRAL ZONE

ADDENDUM A: ~~LOCAL CONDITIONS APPLICABLE TO OLDS HOSPITAL AND CARE CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #43~~

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

ADDENDUM BA: LOCAL CONDITIONS APPLICABLE TO CENTENNIAL CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #222

1. PARKING

Employees will not be charged for the use of unreserved parking stalls.

ADDENDUM BC: LOCAL CONDITIONS APPLICABLE TO DAYSLAND HEALTH CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #186

The parties hereby agree that it is mutually desirable to maintain the Shift schedule for Employees which employs both the 7.75 hour work day and the 11.08 hour work day.

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

1. Amend Article 7.02(g), 30.01(b)(i): 7.02(g), and 37.02 Option I(C): 7.02(g):

Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- 7.02 (g) (i) at least 22.5 hours off duty on a Shift changeover between Shifts;

- (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) days of rest on at least two **(2)** weekends in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
 - (iv) not more than four **(4)** consecutive Shifts, nor more than five **(5)** Shifts per week.
- 2. Amend Article 7.01(a) and 37.02 Option I(A): 7.01(a) as follows:
 - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) either 7.75 consecutive hours per day or 11.08 consecutive hours per day; and
 - (ii) 36.98 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 3. Amend Article 30.01(a): 7.01(a)(i) and 37.02 Option I(D) as follows:
 - 7.01 (a) (i) Regular hours of work for Part-time Employees exclusive of meal periods, shall be as scheduled by the Employer, but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day, and in any event, shall be less than 36.98 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 4. This agreement may be terminated by either party providing to the other party 12 weeks notice in writing of such intent.

IV. ALBERTA HEALTH SERVICES - EDMONTON ZONE

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO UNIVERSITY OF ALBERTA HOSPITAL AND UNITED NURSES OF ALBERTA, LOCAL #301

1. HOURS OF WORK AND SCHEDULING PROVISIONS

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

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

- (i) 7.75 consecutive hours per day;
- (ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule; and
- (iii) 2022.75 hours per year.

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

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

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

- (i) include, as scheduled by the Employer, two **(2)** rest periods of 20 minutes during each full working Shift of 7.75 hours; or
- (ii) include, as scheduled by the Employer, one **(1)** rest period of 40 minutes during each full working Shift of 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 20 minutes during each half Shift of not less than four **(4)** hours; and
- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four **(4)** hours.

(c) Amend Article 7.02(f)(i) to read:

7.02 (f) (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 hours.

(d) Amend Article 7.02 (g) (iv) to read:

7.02 (g) (iv) not more than seven (7) consecutive scheduled days of work.

2. **VACATION WITH PAY**

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

17.04 (a) (ii) 6% in the case of an Employee entitled to 15 working days (116.25 hours) vacation per annum; 8% in the case of an Employee entitled to 20 working days (155 hours) vacation per annum; 10% in the case of an Employee entitled to 25 working days (193.75 hours) vacation per annum; 12% in the case of an Employee entitled to 30 working days (232.50 hours) vacation hours per annum; or 14% in the case on an Employee entitled to 35 working days (271.25 hours) per annum; of the Employee's regular earnings from the 1st day of May in each calendar year to the date of termination.

~~(b) Amend Article 17 to add Article 17.06:~~

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

3. **PART-TIME, TEMPORARY AND CASUAL**

(a) Amend Article 30.01(a) to read:

(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 7.75 hours per day and in any event, shall be less than 155 hours per 28 calendar day period.

Such 28 calendar day periods shall be consecutive and non-inclusive.

- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (vi) Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Local. A Part-time Employee shall be paid at 2X the applicable Basic Rate of Pay for all hours worked in excess of regular hours of work on a flexible or modified Shift schedule.

Amend Article 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, two **(2)** rest periods of 20 minutes during each full working Shift of 7.75 hours; or
- (ii) include, as scheduled by the Employer, one **(1)** rest period of 40 minutes during each full

working Shift of 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 20 minutes during each half Shift of not less than four **(4)** hours; and
- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four **(4)** hours.

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

7.02 (g) (ii) an average of at least two **(2)** consecutive days per week, and a total of eight **(8)** days each four **(4)** week period, shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

(c) Amend Article 30.01(b) 7.02(g)(iii) to read:

7.02 (g) (iii) not more than seven **(7)** consecutive scheduled days of work.

(d) Amend Article 30.01(c) to read:

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local 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 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(e) Amend Article 30.03(a)(v) to read:

30.03 (a) (v) A Casual Employee whose home site is the University of Alberta Hospital shall be entitled to overtime worked in excess of 155 hours averaged over a four **(4)** week period (with a starting point established as **October 6, 2014**, ~~the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement~~).

(f) Amend Article 30.03(b) to read:

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.

4. **EXTENDED WORK DAY**

(a) Amend Article 37.01 to read:

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

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

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

(b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks notice in writing of such intent.

(c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and

Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten days of the change.

(d) The Employer and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

(b) Amend Article 37.02 to read:

37.02 Three **(3)** optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I, Option II or Option III is applied, the relevant provisions of Article 7 and 30 shall be amended as follows:

Option I: 11.625 Hour Extended Work Day

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

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

- (i) be a consecutive time period 11.625 hours per day;
- (ii) be 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule (2022.75 hours per year); and
- (iii) not exceed 12.25 hours in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

- (i) to include a 20 minute rest period for each four **(4)** hours scheduled, two **(2)** of which may be combined by agreement between the Employer and the Employee; and

- (ii) to exclude a meal period of 30 minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four **(4)** hours.
- (iii) Where in-hospital time is 12.25 hours as determined by the start and finish of the Shift, 7.5 minutes of unpaid time will be scheduled by the Employer in combination with a meal break or rest period.
- (iv) Meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

An application in response to a position posted with Shift pattern (ii) constitutes an Employee request for the purposes of this section.

The Employer shall endeavor to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(iii) which begins with night Shifts. Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two **(2)**

blocks per year totalling not more than 14 calendar days per year.

- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 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 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
 - (iv) not more than four **(4)** consecutive extended Shifts.
 - (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point 79.75 hours off duty.
- (h) Does not apply
- (i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.
- (D) Amend Article 30.01(a): 7.01(a)(i) to read:
- 30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

- 30.01(b) 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 22 in a six **(6)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
 - (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

- (iv) not more than four **(4)** consecutive extended Shifts;
- (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty;

Option II: Combination Regular Work Day and Option I Extended Work Day

FULL-TIME EMPLOYEES:

When a Full-time Employee is scheduled to work an extended work day under this Option, the provisions of Article 37, Option I, shall apply except as amended below. When a Full-time Employee is scheduled to work a regular work day under this Option, the provisions of Article 7: Hours of Work and Scheduling Provisions shall apply except as amended below.

- (A) In addition to Article 7.01(a), regular hours of work for Full-time Employees, exclusive of meal periods, may be a consecutive time period of 11.625 hours per day;
- (B) Amend Article 7.01 (a) to read:
 - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall be 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule. Regular hours of work shall be 18 extended workday Shifts and three **(3)** regular workday Shifts in a six **(6)** week period. Other combinations of the number of extended workdays and regular workdays may be implemented with agreement between the Employer, the Employee and the Local and the agreement referred to in Article 37.01 shall reflect the agreement.

(C) Amend Article 7.02(g), (h) and (i) 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) (A) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

(B) at least 15-~~5~~ hours off duty on a Shift changeover between regular Shifts; and

(C) at least 15-~~5~~ hours off duty on a Shift changeover between a regular Shift and an extended Shift, or vice versa;

(ii) at least two **(2)** consecutive days of rest per week;

(iii) two **(2)** weekends off duty in each four **(4)** week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;

(iv) not more than four **(4)** consecutive Shifts; and

(v) Where possible, one **(1)** weekend in four **(4)** shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(h) Does not apply

(i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to the affected Employee at 2X the Employee's Basic

Rate of Pay for all regular hours worked during
the period of violation.

PART-TIME EMPLOYEES:

When a Part-time Employee is scheduled to work an extended work day under this Option, the provisions of Article 37, Option I, shall apply except as amended below. When a Part-time Employee is scheduled to work a regular work day the provisions of Article 7: Hours of Work and Scheduling Provisions and Article 30: Part-Time, Temporary and Casual Employees shall apply except as amended below:

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

30.01(a) 7.01(a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule. There shall be no more than three **(3)** regular workdays scheduled by the Employer in a six **(6)** week period. Other combinations of the number of extended workdays and regular workdays may be implemented with agreement between the Employer, the Employee and the Local and the agreement referred to in Article 37.01 shall reflect the agreement.

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

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

(i) (A) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

(B) at least 15.5 hours off duty on a Shift changeover between a regular Shifts; and

- (C) at least ~~15.5~~ hours off duty on a Shift changeover between a regular Shift and an extended Shift, or vice versa;
- (ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 21 in a six **(6)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four **(4)** consecutive Shifts.
- (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

Option III: 9.75 Hour Extended Work Day

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 9.75 hours per day; and

- (ii) be 39 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

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

- (i) include as scheduled by the Employer, two **(2)** rest periods of 20 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, one **(1)** meal period of 30 minutes. Two **(2)** or more meal periods or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two **(2)** consecutive days of rest per week;
- (iii) two **(2)** weekends off duty in each four **(4)** week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than five **(5)** consecutive extended Shifts.

- (v) Where possible, one **(1)** weekend in four **(4)** shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
 - (h) Does not apply
 - (i) Violation of any provision of Article 37.02 Option III(C) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.
- (D) Amend Article 30.01(a): 7.01(a)(i) to read:
- 30.01(a) 7.01(a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 39 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- (E) Amend Article 30.01(b) 7.02(g) to read:
- 30.01(b) 7.02(g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) ~~no later than September 16, 2007,~~ an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 12 in a four **(4)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they

agree to do so, no overtime or penalty payment is required;

- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than five **(5)** consecutive extended Shifts.
- (v) Where possible, one **(1)** weekend in each four **(4)** week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

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

5. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V (A) to read:

A. Weekend Worker

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.

2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 11.625 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
 - (b) 31 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02 (C) (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

Shift Differential and Weekend Premium shall only be paid for hours actually worked and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.
9. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.
10. Pension

Pension shall be calculated on full-time hours of work.

Option II – Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.

(b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. Shift Differential and Weekend Premium

Shift Differential and Weekend Premium shall only be paid for hours actually worked and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.

9. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

10. Pension

Pension shall be calculated on full-time hours of work.

6. SALARY APPENDIX

Amend the Salary Appendix to add:

**Clinical Supervisor/
 Patient Care Coordinator
 Donor/Recipient Coordinator**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$35.81	\$37.08	\$38.44	\$39.71	\$41.04	\$42.41	\$43.68	\$44.97	\$46.55
April 1, 2010	\$35.81	\$37.08	\$38.44	\$39.71	\$41.04	\$42.41	\$43.68	\$44.97	\$46.55
April 1, 2011	\$36.53	\$37.82	\$39.21	\$40.50	\$41.86	\$43.26	\$44.55	\$45.87	\$47.48
April 1, 2012	\$37.99	\$39.33	\$40.78	\$42.12	\$43.53	\$44.99	\$46.33	\$47.70	\$49.38

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-13	37.99	39.33	40.78	42.12	43.53	44.99	46.33	47.70	49.38
2% LSPA Rate	38.75	40.12	41.60	42.96	44.40	45.89	47.26	48.65	50.37
01-Apr-14	38.75	40.12	41.60	42.96	44.40	45.89	47.26	48.65	50.37
2% LSPA Rate	39.53	40.92	42.43	43.82	45.29	46.81	48.21	49.62	51.38
01-Apr-15	39.62	41.02	42.53	43.93	45.40	46.92	48.32	49.75	51.50
2% LSPA Rate	40.41	41.84	43.38	44.81	46.31	47.86	49.29	50.7375	52.53
01-Apr-16	40.81	42.25	43.81	45.25	46.76	48.33	49.77	51.24	53.05
2% LSPA Rate	41.63	43.10	44.69	46.16	47.70	49.30	50.77	52.26	54.11

Nephrology Nurse Clinician

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$35.74	\$37.03	\$38.39	\$39.65	\$40.99	\$42.32	\$43.62	\$44.93	\$46.50

April 1, 2010	\$35.74	\$37.03	\$38.39	\$39.65	\$40.99	\$42.32	\$43.62	\$44.93	\$46.50
April 1, 2011	\$36.45	\$37.77	\$39.16	\$40.44	\$41.81	\$43.17	\$44.49	\$45.83	\$47.43
April 1, 2012	\$37.91	\$39.28	\$40.72	\$42.06	\$43.48	\$44.90	\$46.27	\$47.66	\$49.33

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-13	37.91	39.28	40.72	42.06	43.48	44.90	46.27	47.66	49.33
2% LSPA Rate	38.67	40.07	41.53	42.90	44.35	45.80	47.20	48.61	50.32
01-Apr-14	38.67	40.07	41.53	42.90	44.35	45.80	47.20	48.61	50.32
2% LSPA Rate	39.44	40.87	42.36	43.76	45.24	46.72	48.14	49.58	51.33
01-Apr-15	39.54	40.97	42.47	43.87	45.35	46.83	48.26	49.71	51.45
2% LSPA Rate	40.33	41.79	43.31	44.75	46.26	47.77	49.23	50.69	52.48
01-Apr-16	40.72	42.20	43.74	45.18	46.71	48.23	49.70	51.20	52.99
2% LSPA Rate	41.54	43.04	44.61	46.09	47.64	49.19	50.70	52.21	54.05

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HOSPITAL EDMONTON AND UNITED NURSES OF ALBERTA, LOCAL #183

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(B) Amend Article 7.02(g)(iii) to read:

7.02 (g) (iii) days of rest on two **(2)** weekends in a five **(5)** week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday.** Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

The provisions of Article 30 shall be amended as follows:

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

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

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one **(1)** complete Cycle of the Shift Schedule.

(B) Amend Article 30.01(b) to read:

30.01 (b) (ii) an average of at least two **(2)** consecutive days per week, and a total of ~~eight days each four (4)~~ **ten days each five (5)** week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

(C) Amend Article 30.01(c) (i) to read:

30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(D) Amend Article 30.03(a) by adding (v) to read:

30.03 (a) (v) A Casual Employee whose home site is Alberta Hospital Edmonton shall be entitled to overtime worked in excess of 155 hours averaged over a four **(4)** week period ~~(with a starting point established as the first day of the first pay period following October 6, 2014. 90 days from the date of ratification of this Collective Agreement.~~

(E) Amend Article 30.03(b) to read:

30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter, a

further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

- (F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.

3. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V (A) to read:

Regular Work Day Option – Amend to reflect 16 Shifts in a four **(4)** week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.

- (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

7. Sick Leave

- (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. Shift Differential and Weekend Premium

Shift Differential and Weekend Premium shall only be paid for hours actually worked and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.

9. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

10. Pension

Pension shall be calculated on full-time hours of work.

4. **PARKING**

An Employee shall not be charged a fee for parking space.

~~5. **CAMP ALLOWANCE**~~

~~A. The parties recognize the value of staff attendance on overnight patient/resident/client recreational/therapeutic activities (Camp) authorized by the Employer, as these enhance patient assessment and treatment planning prior to community integration.~~

~~B. Accordingly, the parties agree that the following method will be adopted to compensate Employees who volunteer to accompany patients/residents/clients on Camps:~~

~~(a) An Employee who attends a Camp shall be paid at the Employee's Basic Rate of Pay for 7.75 hours of work only.~~

~~(b) In addition to the payments in (a) above, an Employee shall be paid an allowance of \$70 for each day in attendance at such activity.~~

~~(e) — Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director. —~~

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - EDMONTON ZONE AND UNITED NURSES OF ALBERTA, LOCAL #196 (COMMUNITY)

1. EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND

A payroll deduction in the amount of 1/4 of 1% shall be made from the wages of all Employees covered by this Local Condition. Such deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary/Treasurer of the Fund at the end of each pay period, together with a list of Employees from whom deductions have been made.

2. CLASSIFICATION

A Nurse II shall be classified as an Assistant Head Nurse.

Article 16.01(a) shall not apply to Nurse II (Assistant Head Nurse) classification.

3. REGIONAL CONTINUING CARE SERVICES (RCCS)

The parties agree that the provisions of Article 7: Hours of Work and Scheduling Provisions and Article 30: Part-time, Temporary and Casual Employees, as they apply to Employees of Regional Continuing Care Services (RCCS), shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

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

- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(B) Part-Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

7.01(a) (i) Regular hours of work for Part-time Employees exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one **(1)** complete Cycle of the Shift Schedule.

(ii) Amend Article 30.01(c) to read:

30.01(c) (i) Part-time Employees shall be entitled to an increment upon the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(iii) Amend Article 30.03(b) to read:

30.03(b) (i) Casual Employees shall be entitled to an increment upon the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(C) Red Circle

(i) The parties agree that if, after an Employee has been placed on the Salary Appendix as per Article 27: Recognition of Previous Experience, their current rate of pay, minus applicable Educational Allowances, is higher than the rate set out in the Salary Appendix, the Employee's rate of pay shall be red-circled.

(ii) An Employee whose rate has been red-circled will have their rate of pay reviewed annually on the Employee's anniversary date or at such time as they are entitled to an increment as per Article 30: Part-time, Temporary and Casual Employees.

(iii) An Employee whose rate of pay has been red-circled shall remain red-circled until the rate of the "Salary Appendix" equals or exceeds their red-circled rate.

4. **CHOICE**

The parties agree that the provisions of Article 7: Hours of Work and Scheduling Provisions, Article 9: On-Call Duty/Call Back and Article 30: Part-time, Temporary

and Casual Employees, as it applies to Employees working in the CHOICE program, shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

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

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

(i) 7.75 consecutive hours per day; and

(ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

7.02 (f) Unless otherwise agreed in writing by the Local and the Employer, Employees working Shift patterns 7.02(d) (v), shall be assigned day duty at least 28% of the time during the Shift cycle. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

(B) On-Call/Call Back

Amend Article 9.02 (d)(iii) to read:

9.02 (d) (iii) not more than two **(2)** weekends in a four **(4)** week period.

(C) Part- Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event shall be less than 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- (ii) Amend Article 30.01(c) (i) to read:
- 30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (iii) Amend Article 30.03(b) to read:
- 30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.

ADDENDUM D: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - EDMONTON ZONE AND CRITICAL CARE EDUCATION PROGRAM AND THE EMERGENCY ORIENTATION PROGRAM

Whereas it is the intention of the parties to support clinical staff in the Critical Care Orientation Program and the Emergency Orientation Program, the parties agree as follows:

1. The Employer agrees to fund Employees approved by the Employer and accepted into the Critical Care Orientation Program or the Emergency Orientation Program up to a maximum of \$4000. Should the cost of the programs increase, the Employer agrees to increase the amount of funding to cover the cost of the programs.
2. Funded Employees can anticipate a 12 month return-for-service commitment with the Employer by signing the Alberta Health Services Return Service Commitment agreement. This Return Service Commitment agreement commences following completion of the program, inclusive of the clinical practicum and the trial or probation period as applicable, which is to be completed with the Employer within the Critical Care Department or the Emergency Department.

3. Should the Employee terminate employment with the Employer before the completion of the 12 month return service commitment, the funds referred to in paragraph 1 will immediately become due and payable to the Employer. The amount to be repaid to the Employer will be pro-rated by multiplying the amount of the loan by the ratio of months remaining in the above mentioned period to the total number of months mentioned above. The Employee agrees that the Employer reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from his or her final paycheque.
4. The Employer agrees to pay the Employee at the Basic Rate of Pay for attendance in the program. Part-time Employees attending the program on a full-time basis will be paid at the Basic Rate of Pay for all hours in attendance, not to exceed a 1.0 FTE.
5. Funded Employees will be selected for Full-time or Part-time positions in accordance with Article 14: Promotions, Transfers & Vacancies. All provisions of the Collective Agreement apply during the term of paid education leave, except Article 14.07(a) for internal applicants and Article 11.01 for external applicants. Under this agreement, trial period or probationary period commence after completion of the program inclusive of the clinical practicum.

V. ALBERTA HEALTH SERVICES - NORTH ZONE

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - NORTH ZONE AND UNITED NURSES OF ALBERTA

Letter of Understanding Re: Northern Incentive Program

- 1. An Employee employed at a work site between the 55th and 57th parallel will be eligible to receive a Remote Retention Allowance of \$3000.00 per year pro-rated for non-full-time employees. The Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of Remote Retention Allowance.**
- 2. An Employee employed at a work site north of the 57th parallel will be eligible to receive a Northern Allowance of \$6,300.00 per year pro-rated for non-full-time employees. The Northern Allowance will be calculated on an hourly basis and paid per pay period for all employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of Northern Allowance**
- 3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance of \$12,480.00 per year pro-rated for non-full-time employees. The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance.**
- 4. Regular and temporary, full time and part time employees working in excess of one (1) full year at work sites above the 57th parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of \$1,235.00 per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.**
- 5. The Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes.**
- 6. Any Employee whose location does not fall within the parameters described above and who currently receives an allowance, or any Employee who is**

currently receiving an allowance greater than outlined above, will continue to receive said allowance, until March 31, 2013 or when a new collective agreement is negotiated, whichever is later or until such time as the Employee transfers from the site.

7. **The Employer reserves the right to amend or terminate with ninety (90) days notice.**

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - NORTH ZONE AND UNITED NURSES OF ALBERTA, LOCAL #207 (COMMUNITY)

1. **COMMUNICABLE DISEASE PROGRAM - CONTACT TRACER, PARTNERS NOTIFIER (SEXUALLY TRANSMITTED DISEASE NURSE)**

Whereas Alberta Health Services currently employs an Employee in the Communicable Disease Program of the Public Health Unit and that Employee is required to travel extensively:

The parties agree that the Employee is covered by the terms of the Collective Agreement and that there is a need to amend the provisions of Article 7: Hours of Work and Scheduling Provisions and Article 8: Overtime to accommodate this position.

As a result, the parties agree to Amend Articles 7: Hours of Work and Scheduling Provisions and 8: Overtime in relation to the position identified as follows:

- (a) During each week where the Employee is not required to work outside the City of Grande Prairie (including a radius of 100 kilometres) then the current provisions of Article 7: Hours of Work and Scheduling Provisions and Article 8: Overtime apply.
- (b) During each week where the Employee is required to work outside the City of Grande Prairie (including a radius of 100 kilometres) then certain provisions of Article 7: Hours of Work and Scheduling Provisions and Article 8: Overtime shall be amended as follows:
 - (i) ten consecutive hours of work per day;
 - (ii) when the regular hours of work exceed 7.75 hours per day, regular hours of work shall be deemed to exclude two (2) unpaid meal periods of not less than 30 minutes and up to 60 minutes each.
 - (iii) Overtime is all time authorized by the Employer or designated alternate and worked by an Employee in excess of ten hours per day or 36.81 hours per week, or in excess of those scheduled weekly hours

pursuant to Article 7: Hours of Work and Scheduling Provisions. Overtime shall be paid for all hours worked on a scheduled day of rest.

This Article shall be in effect for the term of this Agreement. Either party may terminate this Article upon 30 days written notice.

ADDENDUM BC: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - NORTH ZONE AND UNITED NURSES OF ALBERTA, LOCAL #162 (COMMUNITY)

1. **HOURS OF WORK**

- (a) The parties agree that the following Hours of Work provisions for nurses previously covered by Addendum S, Multi-Employer/UNA Community Collective Agreement April 1, 2001 to March 31, 2003 shall remain in force and effect until March 30, ~~2013~~2017 or such longer period as the parties may agree.

7.01 Regular Hours of Work

Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) 7.5 consecutive hours per day;
- (b) 37.5 hours per week;
- (c) regular hours of work shall include two **(2)** consecutive days of rest per week; and
- (d) days of rest on 1/2 of the weekends averaged over one **(1)** complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two **(2)** consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.
- (e) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions under this Local Condition with days of rest on weekends, shall continue to apply unless the delivery of client care requires a change, and if so, it shall change only to the extent necessary.

- 7.02 (a) Regular hours of work shall be deemed to exclude an unpaid meal period of 30 minutes to be scheduled by the Employer provided the period worked exceeds four **(4)** hours.
- (b) The 30 minute meal break identified in 7.02(a) may be extended to 60 minutes by mutual agreement between the Employee and the Employer provided the 7.5 hours identified in 7.01(a) are worked on that day.
- (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 her or his Basic Rate of Pay.
- (d) If an Employee is recalled to duty during her or his meal period or rest period she or he shall be given a full meal period later in the Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
- (i) the rest period, at ~~1-1/2~~X the Employee's Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.02(c), at ~~1-1/2~~X the Employee's Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is entitled to be paid, at ~~1-1/2~~X the Employee's Basic Rate of Pay.
- 7.03 Regular hours of work shall be deemed to include one **(1)** rest period of 15 minutes during each period of 3.75 hours worked.
- 7.04 Regular hours of work shall be scheduled by the Employer to fall between the hours of 0800 hours and 2200 hours. Such hours of work shall not exceed the provision in Article 7.01(a) above in any one **(1)** day.
- 7.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, there will be at least ten hours off duty between Shifts.
- 7.06 The normal range of hours identified in 7.04 may be altered by mutual agreement between the Employee and the Employer.
- 7.07 The two **(2)** consecutive days of rest in 7.01(c) can be altered by mutual agreement between the Employer and the Employee.

- 7.08 Shift schedules shall be posted six **(6)** weeks in advance. Notwithstanding the foregoing, the Shift schedule may be posted with less than six **(6)** weeks notice by mutual agreement between the Employee(s) and the Employer.
- 7.09 If, in the course of a posted schedule, the Employer changes the Employee's Shift start time by two **(2)** hours or more the Employee shall be paid at the rate of ~~1-1/2~~**2X** the Employee's Basic Rate of Pay for all hours worked on that Shift unless at least seven **(7)** calendar days notice of such change has been given.
- 7.10 Notwithstanding Article 7.09, changes to the posted Shift schedule may be made without penalty at any time by mutual agreement of the Employee and the Employer.
- 7.11 In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to three **(3)** hours pay at the Employee's Basic Rate of Pay.
- 7.12 Employees may exchange Shifts among themselves with the written approval of their supervisor. In the event that it is not possible to get approval in writing, the verbal approval of their supervisor will be considered sufficient. Such verbal approval must be confirmed in writing.
- 7.13 Time spent travelling to provide programs and patient/resident/client care shall be considered hours worked and paid at the applicable rate.

~~ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES – NORTH ZONE AND UNITED NURSES OF ALBERTA, LOCAL #229 (COMMUNITY)~~

~~1. SENIOR NURSE BASIC RATE OF PAY~~

~~Senior Nurses shall be compensated at the appropriate step in the Head Nurse and Instructor classification.~~

~~1. SENIOR NURSE BASIC RATE OF P~~

VI. ALBERTA HEALTH SERVICES - COMMUNITY MENTAL HEALTH CLINICS

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - COMMUNITY MENTAL HEALTH CLINICS (PREVIOUSLY TRANSFERRED FROM THE FORMER MENTAL HEALTH BOARD IN APRIL 1, 2003)

1. HOURS OF WORK AND SCHEDULING

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

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

- (i) 7.75 hours per day;
- (ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- (iii) Employees at date of ratification of these Local Conditions who work 7.25 hours per day, 36.25 hours per week shall be able to maintain such hours of work.

(b) 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 two **(2)** consecutive days of rest;
- (ii) not more than seven **(7)** consecutive days of work;
- (iii) no split Shifts.

(c) Article 7.02(h) shall not apply.

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(a) Hours of Work and Scheduling

Item 1, Hours of Work and Scheduling shall apply, except as amended as follows:

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

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

7.01(a) (i) Regular hours of work for regular 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 7.75 hours per day and in any event shall be less than 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(ii) Amend Article 30.01(b) to read:

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) not more than seven **(7)** consecutive days of work;

(ii) no split Shifts;

(b) Increment Accrual

Amend Article 30.01(c) to read:

30.01 (c) Part-time Employees shall be awarded salary increments upon the completion of 2022.75 or 1892.5 hours of work as applicable.

(c) Amend Article 30.03 (a) by adding (v) to read:

30.03 (a) (v) Where the hours of work and scheduling provisions of this addendum apply, a Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four **(4)** week period ~~(with a starting point of October 6, 2014. established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).~~

(d) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

30.03 (b) A Casual Employee shall be eligible to advance from her current Basic Rate of Pay to the Basic Rate of Pay at the next

increment of the salary scale on completion of 2022.75 or 1892.5 hours of work as applicable.

VII. ALBERTA HEALTH SERVICES - CANCER CARE

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CANCER CARE AND UNITED NURSES OF ALBERTA, LOCAL #302N AND #302S

1. HOURS OF WORK AND SCHEDULING PROVISIONS

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

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

(i) 7.75 consecutive hours per day;

(ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule; and

(b) Amend Article 7.02 (g) (iv) to read:

7.02 (g) (iv) not more than seven **(7)** consecutive scheduled days of work.

(c) Article 7.02 (g) (v) and 7.02(h) shall not apply.

(d) Notwithstanding Articles 7.01, 7.03 and 7.04(a), Employees may work flexible hours by written agreement between the Local and the Employer.

2. EDUCATION ALLOWANCE

Where an Employee employed on June 30, 2010 was receiving more than one **(1)** educational allowance pursuant to Article 26.03 of the Alberta Cancer Board/UNA Collective Agreement (expiring March 31, 2010), such Employee shall continue to receive such educational allowances provided they continue to meet the criteria for payment of a clinical course pursuant to Article 26.02. Article 26: Educational Allowances of this Collective Agreement shall apply to all Employees hired after the Effective Date.

3. **PART-TIME, TEMPORARY AND CASUAL**

(a) Amend Article 30.01(a) to read:

(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 Fulltime Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

(iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

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

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

7.02 (g) (ii) an average of at least two **(2)** consecutive days per week shall be scheduled as designated days of rest;

(c) Amend Article 30.01(b) 7.02(g)(iii) to read:

7.02 (g) (iii) not more than seven **(7)** consecutive scheduled days of work.

(d) Amend Article 30.01(c) to read:

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local 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 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(e) Amend Article 30.03(a)(v) to read:

30.03 (a) (v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four **(4)** week period ~~(with a starting point established as the first day of the first pay period following October 6, 2014. 90 days from the date of ratification of this Collective Agreement).~~

(f) Amend Article 30.03(b) to read:

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.

4. **EXTENDED WORK DAY**

(a) Amend Article 37.01 to read:

37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days and

resultant compressed work week, they shall evidence such agreement by signing a document indicating:

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

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

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks notice in writing of such intent.
 - (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten days of the change.
 - (d) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- (b) Amend Article 37.02 to read:
- (i) Amend Article 7.01 to read:
 - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
 - (i) be a combination of Shifts of 11.5 consecutive hours per day and 7.75 consecutive hours per day; or be 9.75 consecutive hours per day;
 - (ii) be 38.75 hours per week averaged over one **(1)** Cycle of the Shift Schedule; and
 - (iii) except where overtime is necessitated, not exceed 12.25 hours per day of in-hospital time, as determined by the start and finish times of the Shift.

(ii) Amend Article 7.02 to read:

- 7.02 (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.
- (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) Permanent days
 - (ii) Permanent nights (only by request of Employee)
 - (iii) Nights and days rotation

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(iii) which begins with night Shifts.

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than 14 calendar days per year.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those

periods of time absent on vacation or 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.

- (f.1) Does not apply.
 - (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time must be at 59 hours; and
 - (iv) not more than four **(4)** consecutive extended Shifts nor more than four **(4)** extended Shifts per week.
 - (h) Violation of any provision of Article 37.02: 7.02(g) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.
- (iii) Amend Article 30.01(a): 7.01(a)(i) to read:
 - 30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.5 hours per day and, in any event, shall be less than 38.75 hours per week, averaged over one **(1)** complete Cycle of the Shift Schedule.
 - (iv) Amend Article 30.01(b): 7.02(g) to read:

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive;
- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four **(4)** consecutive extended Shifts nor more than four **(4)** extended Shifts per week.

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

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

(ii) Notwithstanding Article 8.01(a)(i), where an Employee works a combination of extended working days and regular working days pursuant to Article 37.01(a), overtime is all time authorized by the Employer and worked by the Employee in excess of the daily hours posted in the schedule, or on scheduled days of rest.

(d) Amend Article 37.16 to read:

Amend Article 30.01(f) to read:

19.02 (a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.

(b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional

Shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

(e) Amend Article 37.18 to read:

A Casual **or Part-time** Employee who works an extended work day Shift shall be paid at the overtime rate for time worked in excess of 7.75 hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent for any reason; in which case, 2X the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

5. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V(A) to read:

A. Weekend Worker

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 11.5 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
 - (b) 30.67 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
3. The scheduling provisions of Article 37.02(C) shall apply, except that Article 37.02(C) 7.02(g)(iii) and (g)(v) shall not apply.
4. Employees shall be paid for 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
5. Vacation

- (a) Vacation entitlement shall be determined in accordance with Article 37.05.
- (b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

6. Sick Leave

- (a) Sick leave accrual shall be determined in accordance with Article 37.10, 37.11 and 37.12.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

7. Shift Differential and Weekend Premium

Shift differential and weekend premium shall only be paid for hours actually worked, and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.

8. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

9. Pension

Pension shall be calculated on full-time hours of work.

Option II – Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

- 1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
- 2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:

- (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) shall not apply.
- 5. Employees shall be paid for 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- 6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with this Local Condition.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
- 7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
- 8. Shift Differential and Weekend Premium

Shift differential and weekend premium shall only be paid for hours actually worked, and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.
- 9. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.
- 10. Pension

Pension shall be calculated on full-time hours of work.

6. Letter of Understanding

RE: Basic Life Insurance - CURRENT CANCER CARE EMPLOYEES

Effective the first of the month following 90 days after the date of ratification, or January 1, 2015, which ever is later, all eligible Employees shall be enrolled on the new consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan). The Plan is compulsory and includes Basic Life Insurance (1X basic annual earnings rounded to next highest \$1000).

Recognizing that as of the date of ratification, Employees within the Cancer Care program at the following sites have Basic Life Insurance (3X basic annual earnings rounded to next highest \$1000):

Central Alberta Cancer Centre, Cross Cancer Institute, Grande Prairie Cancer Centre, Holy Cross Site Phase II, Jack Ady Cancer Centre, Margery E. Yuill Cancer Centre, Sunlife Place, Tom Baker Cancer Centre.

For those Employees, the parties agree as follows:

1. Said Employees will transition into the consolidated HBTA Plan, but will maintain their Basic Life Insurance (3X basic annual earnings rounded to next highest \$1000) as noted above for as long as they continue to remain employed in the Cancer Care program of Alberta Health Services. The premiums shall continue to be cost-shared with the Employer paying 75% of the premium costs.
2. All Employees within the Cancer Care program hired or transferred into an benefit eligible position after the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan) has been implemented will be enrolled on the Plan, in accordance with Article 21.01(c). This paragraph 2 does not apply to an Employee to whom paragraph 1 applies, and who is subsequently transferred within the Cancer Care program.
3. An Employee covered by # 1 above who transfers out of one (1) of the Cancer Care Sites as noted above, will be enrolled on the standard HBTA Benefits Plan effective the date of transfer.

~~6. SALARY APPENDIX~~

~~Amend to include:~~

~~Clinical Nurse Specialist~~

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84

Collective Agreement
April 1, 2013 – March 31, 2017

April 1, 2010	\$37.14	\$38.77	\$40.43	\$42.04	\$43.70	\$45.38	\$46.78	\$48.16	\$49.84
April 1, 2011	\$37.88	\$39.55	\$41.24	\$42.88	\$44.57	\$46.29	\$47.72	\$49.12	\$50.84
April 1, 2012	\$39.40	\$41.13	\$42.89	\$44.60	\$46.35	\$48.14	\$49.63	\$51.08	\$52.87

VIII. ALBERTA HEALTH SERVICES - AADAC

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO EMPLOYEES AT THE LANDER TREATMENT CENTRE (CLARESHOLM), RENFREW RECOVERY CENTRE (CALGARY), OPIOID DEPENDENCY PROGRAM (CALGARY) ADDICTION RECOVERY CENTRE (EDMONTON), HENWOOD TREATMENT CENTRE (EDMONTON), OPIOID DEPENDENCY PROGRAM (EDMONTON) NORTHERN ADDICTION CENTRE/BUSINESS AND INDUSTRY CLINIC (GRANDE PRAIRIE)

~~Except as provided below, all terms and conditions of the AHS/UNA Collective Agreement (expiring March 31, 2013) shall apply effective the date of ratification of this transitional agreement (September 15, 2010 Transitional Ratification Date).~~

1. ~~ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS~~

~~A. (a) As soon as practicable but by no later than April 1, 2011, Article 7 of this Collective Agreement shall apply. The schedules in effect as of April 1, 2011, or sooner, shall be posted for no less than 12 weeks in advance of their effective date, unless otherwise agreed to by the Union.~~

~~(b) For the period from the Transitional Ratification Date of this Local Condition until the effective date of the new schedule, but no later than March 31, 2011, the hours of work and scheduling provisions applicable to the Nurse II and Nurse III classifications on the day prior to the ratification date of this Local Condition shall remain in force.~~

~~B. By no later than April 1, 2011, Amend Article 37.01 to read:~~

~~37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days or a combination of extended working days and regular working days of 7.75 hours, and a resultant compressed work week, they shall evidence such agreement by signing document indicating:~~

~~(i) applicable nursing unit; and~~

~~(ii) applicable positions; and~~

~~(iii) applicable extended work day option in Article 37.02, or combination of applicable extended work day option in Article 37.02 and regular working days.~~

2. ~~ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES~~

- ~~A. Within 60 days of the Transitional Ratification Date, each Employee shall receive a letter of hire from the Employer which will include:~~
- ~~(a) the items listed under Article 14.10, with the exception of Article 14.10(c) number of hours per Shift and Shifts per Shift Cycle;~~
 - ~~(b) increment anniversary date, hours toward the next increment and Basic Rate of Pay; and,~~
 - ~~(c) seniority date; and~~
 - ~~(d) vacation anniversary date; and~~
 - ~~(e) vacation and sick leave entitlement level~~
- ~~B. No later than 30 days from the revised schedules being posted under paragraph 1.A(a), each Employee shall receive an additional letter from the Employer which will confirm the Employee's number of hours per Shift and Shifts per Shift Cycle.~~
- ~~C. For the purposes of 2A and 2B above, each Employee shall have 60 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.~~

~~3. ARTICLE 19: SICK LEAVE TRANSITIONAL PROVISION~~

- ~~A. Article 19, in its entirety, shall have no application until the first of the month following 60 days from the Transitional Ratification Date. Until then, the sick leave provisions of the AADAC Sick Leave Plan shall continue to apply.~~

~~Effective the first of the month following 60 days from the Transitional Ratification Date (Effective Date), the following transitional provisions will be used to move Employees from the existing AADAC Sick Leave Plan to the AHS Sick Leave Plan. Employees shall have a sick leave bank established as follows:~~

- ~~(a) Employees with at least one full year of service with AADAC and AHS as a regular Employee: 18 working days sick leave credit.~~
- ~~(b) Employees with less than one full year of service with AADAC and AHS as a regular Employee shall have a sick leave bank established by calculating 1.5 days of sick leave accrual per month of service, to a maximum of 18 working days sick leave credit.~~

- ~~(c) — Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.~~
- ~~(d) — Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing the Effective Date.~~
- ~~(e) — Employees who are receiving sick leave pay as at the Transitional Ratification Date, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.~~
- ~~(f) — In the event that an Employee has a sick leave bank with AHS and is transferring with AADAC as a Regular Employee, a sick leave accrued amount shall be established in accordance with the above and added to the Employee's existing AHS sick leave bank, subject to the maximum accrual of 930 hours.~~

~~4. — **ARTICLE 21: PREPAID HEALTH BENEFITS**~~

~~Effective December 1, 2010, Employees will be enrolled in the benefits outlined in Article 21: Prepaid Health Benefits and in accordance with 21.06 A three (3) month open enrollment period will be offered to all eligible Employees.~~

~~5. — **ARTICLE 26: EDUCATIONAL ALLOWANCES**~~

~~Allowances for education shall be paid from the date the Employee provides proof of the qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the ratification date, whichever is later.~~

~~6. — **ARTICLE 29: PENSION PLAN**~~

~~The Employer will provide eligible Employees with information regarding enrollment in the supplemental pension plan in Article 29.05. This information is to be provided no later than 60 days following the date of ratification of this transitional agreement.~~

~~7. — **ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**~~

~~The parties agree that all consequential changes shall apply.~~

~~8. — **ARTICLE 35: PROFESSIONAL DEVELOPMENT**~~

~~Where an Employee was entitled to 100% professional fees reimbursement under the Collective agreement provisions in place on the day before the Transitional Ratification Date, the Employer will reimburse those Employees for professional fees paid to maintain active registration in College and Association of Registered Nurses of Alberta (CARNA) for the 2011 practice year (October 1, 2010 – September 30,~~

~~2011). Thereafter, reimbursement of professional fees for all Direct Nursing Employees shall be administered in accordance with the provision of Article 35: Professional Development.~~

2. RE: EMPLOYEES WITH MULTIPLE EMPLOYMENT RELATIONSHIPS

- A. Employees who on the Transitional Ratification Date (September 15, 2010), occupied more than one **(1)** position with the Employer (“the former positions”), shall thereafter be deemed to hold just one **(1)** position subject to the following conditions:
- (a) Employees may continue to hold the former positions for so long as the Employee remains in those positions. The positions will be administered like multi-site positions until the Employee no longer holds more than one **(1)** former position.
 - (b) No Employee may continue to hold former positions consisting of more than 1.0 full time equivalent.
 - (c) Employees over the 1.0 FTE limit will advise the Employer of which position, positions or portions of a position they wish to drop to reduce their total to 1.0 FTE.
 - (d) If the Employee does not make a choice, or makes a choice that is in the Employer’s view unfeasible, the Employer will first attempt to resolve the matter with the Employee, failing which it may decide on the former position, positions or part of a position to be dropped and reduce the Employee to 1.0 FTE.
 - (e) Where the Employee’s existing shift schedules are non-compliant as a result of the former positions being treated as one **(1)** multi-site position:
 - (i) The Employee may continue to work those schedules as if they were two **(2)** positions without additional premiums due to the combined effect of the two **(2)** schedules. However, this shall only last until the Employer reposts the first of the two **(2)** schedules and in any event no later than one **(1)** year from the Transitional Ratification Date.
 - (ii) In order to re-schedule the Employee in a manner that will be contract compliant the Employer and Employee will attempt to agree on new contract compliant schedules and in doing so may agree to redistribute the Employee’s FTE distribution between sites. Failing agreement the Employer will decide on the former position, positions or part of a position to be eliminated or modified in order to allow the contract compliant

schedules. In so doing, the Employee's overall FTE allocation will not be reduced.

- (f) Employees still holding former positions under this section may use the provisions of Article 14.15 at any time rather than just once per year provided:
 - doing so will consolidate their work assignments,
 - they do not, by so doing, exceed 1.0 FTE's in total.
 - (g) The Employer may reconfigure any former position or part of a former position vacated by Employees holding former positions under this clause.
- B. Any former position or part of a former position vacated as a result of this Letter of Understanding shall be filled in accordance with Article 14.15(b).
- C. Employees previously occupying more than one **(1)** position shall have their vacation entitlement adjusted to recognize their prior employment in all positions up to a maximum of one **(1)** FTE, retroactive to April 1, 2009. The onus is on the Employee to provide the Employer with satisfactory proof of qualifying prior employment.
- D. In addition to 3(A) above the hours in each Employee's sick leave banks shall be added together to create a single sick leave bank. If the two **(2)** sick leave banks added together total more than the 120 day or 930 hour maximum, then the maximum is capped at 120 days or 930 hours.
- E. (a) Regular Employees who, as of the Transitional Ratification Date, also worked as Casual Employees under what was a second contract of employment shall, up until three **(3)** months after the ratification date;
- (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
 - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 **and until such time as his or her employment relationship has been consolidated.** ~~and up to three **(3)** months from the Transitional Ratification Date.~~
- (b) Effective three **(3)** months after the Transitional Ratification Date, compensation for additional shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship.

The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.

- F. (a) Casual Employees who, as of the Transitional Ratification Date worked under more than one **(1)** casual employment contract shall, up until three **(3)** months from the Transitional Ratification Date:
- (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
 - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 **and until such time as his or her employment relationship has been consolidated.** ~~and up to three **(3)** months from the Transitional Ratification Date.~~
- (b) Effective three **(3)** months after the Transitional Ratification Date, compensation for all shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
- G. Regular Employees who, as of the Transitional Ratification Date, worked under more than one **(1)** regular part-time contract of employment shall, ~~up until one **(1)** year from the Transitional Ratification Date,~~ have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009, **and until such time as his or her employment relationship has been consolidated.** ~~and one **(1)** year from the Transitional Ratification Date.~~
- H. For the purposes of paragraphs E, F and G above, the onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is three **(3)** months from the latter date indicated in paragraphs E, F and G, as applicable.
- I. (a) Hours worked in one **(1)** position that were included in any recognition of previous experience in accordance with Article 27: Recognition of Previous Experience when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e., hours cannot be counted twice).

- (b) The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one **(1)** month, periods of sick leave and WCB and educational leave up to 24 months).
 - (c) Only hours worked up to the equivalent of full-time hours shall be recognized.
- J. Nothing in this Letter of Understanding modifies the provisions of the *Employment Standards Code*.

3. SALARIES

A. For transition purposes only:

- (a) A Nurse II shall be paid as an Assistant Head Nurse in the Salaries Appendix; and
 - (b) A Nurse III shall be paid as a Head Nurse in the Salaries Appendix.
- B.
- (a) An Employee's hourly rate of pay will be determined by placing them on the Pay Step on the grid that is closest to, but no less than their current rate of pay (i.e., equal to or greater than current hourly rate).
 - (b) If an Employee's current rate of pay is greater than Step 9 on the applicable classification in the Salaries Appendix, the Employee's hourly rate will not be reduced (Red-Circled) until such time as the rate for the classification in which the Employee is employed exceeds the Employee's Red-Circled rate.
 - (c) **(For Informational Purposes Only)**

Within 90 days of the Transitional Ratification Date, if applicable, an Employee shall submit the following documentation to determine their applicable Basic Rate of Pay:

- proof of previous experience in accordance with Article 27: Recognition of Previous Experience. Hours worked in one **(1)** position that were included in any recognition of previous experience according to the provisions in place on the day before the Transitional Ratification Date, shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e., hours cannot be counted twice).

- satisfactory proof of clinical courses, certifications or degrees to demonstrate eligibility for educational allowances in accordance with Article 26: Educational Allowances;
 - proof of 20 years of nursing service to determine eligibility for the two **(2)** percent (2%) Special Long Service Pay Adjustment in accordance with the Letter of Understanding re: Retention and Recruitment Initiatives, Item IV: Retention of Experienced Employees.
- (d) Upon providing satisfactory proof for one **(1)** of more of the items in C(d) above, such additions to an Employee's Basic Rate of Pay shall be effective as of the Transitional Ratification Date.

~~11. GENERAL TRANSITION~~

- ~~A. Within 30 days of the implementation of a new schedule under Paragraph 1.A(a), and for the purposes of transitioning hours worked under the annual hours of work (1885) in place on the day before the Transitional Ratification Date to the standard annual hours of work in the Collective Agreement (1920.75), a multiplier of 1.0190 shall be applied to an Employee's:~~
- ~~(a) accrued vacation bank;~~
 - ~~(b) hours towards next increment;~~
 - ~~(c) hours towards the professional fees under Article 35.06;~~
 - ~~(d) sick leave bank~~
- ~~B. For the purposes of calculating the hours toward the September 30, 2010 and the March 31, 2011 Lump Sum Payments under the same Letter of Understanding, the 1.0190 multiplier shall be applied to all relevant hours for the calculation period in question.~~

IX. ALBERTA HEALTH SERVICES - EDMONTON ZONE & COVENANT HEALTH

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #301 (UNIVERSITY OF ALBERTA HOSPITAL), LOCAL #33 (ROYAL ALEXANDRA HOSPITAL), LOCAL #32 (GLENROSE REHABILITATION HOSPITAL), LOCAL #85 (STURGEON COMMUNITY HOSPITAL), LOCAL #62 (LEDUC COMMUNITY HOSPITAL), LOCAL #196 (COMMUNITY CARE AND PUBLIC HEALTH SERVICES), LOCAL #11 (MISERICORDIA COMMUNITY HOSPITAL), LOCAL #79 (GREY NUNS COMMUNITY HOSPITAL/EDMONTON GENERAL CONTINUING CARE CENTRE)

1. TERM OF ADDENDUM

- (a) This Addendum shall form part of the Collective Agreement currently in effect between the parties. Notwithstanding the preceding, any party to this Addendum may terminate the Addendum by providing at least 12 weeks written notice to the other parties.
- (b) If any party wishes to amend or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend or renew the Addendum and they are unable to reach agreement, such dispute may, subject to 1(a) above, be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.

2. APPLICATION

- (a) In the event of a conflict between the terms of this inter-Employer Addendum and provisions contained in related intra-Employer Addenda, the provisions of the intra-Employer Addenda shall prevail.
- (b) In the event of a conflict between the terms of this Addendum and terms of the Collective Agreement which are not addressed in related intra-Employer Addenda, the terms of this Addendum shall prevail.
- (c) Notwithstanding anything in this Addendum or the operation of this Addendum, the parties agree that nothing contained in this Addendum, nor the

operation of the provisions of this Addendum, may be relied upon by any of the parties in any common Employer application.

3. **TRANSFER(S) OF PROGRAMS**

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

4. **EMPLOYEES WORKING IN OTHER SITES**

Sharing of Expertise, Education, or Maintenance of Skills

(a) Skill Maintenance

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

- critical care
- emergency
- **Obstetrics**
- **Perioperative and/or recovery room**

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

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

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

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

(b) Education

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

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

(c) Meetings

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

(d) Orientation

New Employees may be assigned to attend orientation at another site to support centralized or standardized delivery or space issues. This shall not replace site specific space orientation.

(e) “At or out of” Positions

An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one **(1)** site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:

- Services are best delivered at places other than sites operated by the Employer, including schools, patients’ homes, places of business etc., or
- the Service requires specialist Employees or involve a specialized or specific medical Service which, due to insufficient demand at one **(1)** location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.

“At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.

An Employee given a notice of change in position from an “at a site” position (whether single site or multi-site) to an “at or out of a site” position may

accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

(f) Conditions

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

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

(g) No Layoffs

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

5. CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY SITE

- (a) Employees from any bargaining unit may be assigned to work at any other bargaining unit for the purpose of providing assistance in emergency situations.

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could have been or can still be taken to deal with the circumstances.

Employees from any site may be assigned to work at any site to provide assistance in emergency circumstances.

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling Employees at that site to work overtime. The ability or necessity to compel overtime neither proves nor disproves emergency circumstances. The parties recognize that the decision should be made in the best interests of patient care, that the relative costs are not a factor in themselves and that there are times when requiring mandatory overtime may itself create stresses on Employees and safety concerns that outweigh the stresses and concerns caused by relocation.

The Employer will notify the Union forthwith at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

The Employer shall reimburse Employees for all reasonable, necessary and substantiated additional accommodation and transportation costs for traveling between sites including parking if not otherwise provided.

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

6. **RENOVATIONS**

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

- (a) The decisions regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the

sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply between the Employers.

- (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) above, shall have the right to exercise their rights pursuant to Article 15: Layoff and Recall, but not the right to severance, unless there is a permanent reduction in the number of Regular Employees.
- (c) If fewer Employees than required relocate temporarily, the sending Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union and Local agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. **RECALL**

- (a) An Employee on layoff shall have the right to be recalled to another Employer provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights at that other Employer; and

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

8. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains at another Employer after the provisions of Article 14: Promotions, Transfers & Vacancies (and any related Addenda) have been implemented, Employees from the other Employer have the right to apply for the vacancy at the other Employer. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer her or his accrued seniority and pension entitlements, **vacation entitlements** and unused vacation **up to one (1) year's entitlement** and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to Article 14: Promotions, Transfers & Vacancies of the receiving Collective Agreement (and any related Addenda).
- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) The Employer may choose to recruit to a position utilizing a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

9. RECEIVING CLAUSE

This Addendum shall apply to the University of Alberta Hospital, Royal Alexandra Hospital, Glenrose Rehabilitation Hospital, Sturgeon Community Hospital, and Leduc Community Hospital, and Alberta Health Services Community Care and Public Health Services, the Misericordia Community Hospital, Grey Nuns Community Hospital and Edmonton General Continuing Care Centre. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

10. **DISPUTE RESOLUTION MECHANISM**

- (a) If a grievance is filed regarding this Addendum notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (b) In addition, the parties agree to meet as may be deemed necessary, by either party, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.
- (c) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employers and Union, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

X. COVENANT HEALTH

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198 PLUS MUNDARE AND ST. JOSEPH'S HOME)

1. ~~Article 21 will be~~ amended as follows:

ARTICLE 21: ~~PREPAID HEALTH EMPLOYEE BENEFITS~~

- 21.01 **Effective the first of the month following 90 days after the date of ratification OR JANUARY 1, 2015, WHICH EVER IS LATER, the Employer shall provide the consolidated ~~Health Benefit Trust of Alberta (HBTA) Supplementary Covenant Health Benefits Plan (Plan). The Plan will be compulsory for all eligible Employees and will include the following:~~**

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

- (a) ~~The HOBP-HBTA~~ Supplementary **HEALTH** Benefits Plan, **substantially equivalent to the HBTA Plan as of the date of ratification**, ~~or equivalent, which provides benefits at no less than those in place on October 1, 2007~~ inclusive of:
- (i) vision care coverage providing for annual eye exams and up to \$600 every two **(2)** calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
 - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel criteria that medication must be ~~prescribed to correct or treat a medical condition based on a diagnosis made by a physician, dentist or nurse practitioner~~ **A SUBSTANCE:**
 - (A) PRESCRIBED BY A PHYSICIAN, DENTIST, PHARMACIST OR NURSE PRACTITIONER, TO CORRECT OR TREAT A MEDICAL CONDITION; THAT IS**
 - (B) BASED ON A DIAGNOSIS MADE BY A PHYSICIAN, DENTIST, OR NURSE PRACTITIONER; AND**
 - (C) WHICH IS REQUIRED TO BE CONSUMED (ORALLY, BY INJECTION, ABSORBED OR INHALED); AND IS**
 - (D) DISPENSED BY A PHARMACIST.**
- (b) Alberta Health Care Insurance Plan;
- (c) ~~The HOBP-HBTA or equivalent~~, inclusive of:
- (c) ~~Group~~ **BASIC** Life Insurance (1X basic annual earnings rounded to next highest \$1000);
 - (d) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1000);

- (e) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-term Disability shall become effective on the first 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 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
 - (f) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
 - (g) The ~~HOBP-HBTA~~ **Covenant Health Consolidated DENTAL BENEFITS PLAN** or equivalent, inclusive of:
 - (v)(i) ~~Alberta Blue Cross current Usual and Customary Dental Plan or equivalent, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.~~
- 21.02 (a) Where the benefits specified in Article 21.01 are provided through **ADMINISTRATIVE OR** insurance **CONTRACTS** 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 75% by the Employer and 25% by the Employee.
- 21.04 The Employer shall ~~distribute~~ **MAKE AVAILABLE** to all Employees brochures and other relevant information concerning the above plans, upon hiring and **to all Employees and the Union** when there are changes to the plans. ~~THE UNION SHALL RECEIVE COPIES OF BENEFIT BROCHURES AND OTHER RELEVANT BENEFIT INFORMATION.~~
- 21.05 The Employer shall:
- (a) provide one **(1)** copy of each of the plans to the Provincial Office of the United Nurses of Alberta.

- (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c).

***21.06 Benefit Eligibility**

Such coverage shall be provided to regular and Temporary Employees, except for:

- (a) Part-time Employees, whose regularly scheduled hours of work are fewer than 15 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule; and
- (b) Temporary Employees, who are 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(g) above.

***21.07 Waiting Periods**

Providing the Employee is actively at work:

- a. **Supplementary health and dental plan benefits commence on the hire date if the hire date is the first of the month or for those hired after the first of the month benefits commence the first day of the month following the date of hire into a benefits eligible position; and**
- b. **All other benefits commence on the date of hire into a benefits eligible position, or where applicable, the date the insurer approves the coverage.**

21.08 Retiree Supplementary Health Care and Dental Coverage (ARTA benefit plan)

- (a) **the Employer agrees to take all necessary steps to facilitate the enrollment of retired Employees on the Alberta Retired Teachers' Association (ARTA) Benefit Plan for supplemental health care and dental coverage, including:**
 - (iv) **Obtaining all relevant information from the ARTA benefit plan and sharing the information with the union.**
 - (v) **Working with the ARTA to develop information materials for retired and retiring employees.**
 - (vi) **Providing retiring employees with the information to facilitate their enrollment on the ARTA benefit plan.**
- (b) **enrolment in the ARTA benefit plan will be subject to the terms and conditions of the ARTA benefit plan.**

- (c) the Employer and the Union will post the information for retired and retiring Employees on their web sites.
- (d) all retired and retiring Employees wishing to access the ARTA benefit plan must become ARTA members.
- (e) the premiums for retiree supplementary health care and dental coverage shall be paid 100% by the retiree. (former lou)

LETTER OF UNDERSTANDING Number _____

2. RE: Covenant Health Sites with 100% Health and/or Dental Reimbursement Coverage

Effective the first of the month following 90 days after the date of ratification, or January 1, 2015, which ever is later, all eligible Employees shall be enrolled on the Covenant Health Consolidated Health Benefit Plan (the Plan). The Plan is compulsory and includes among other benefits, a Supplementary Health plan with 80% reimbursement for prescribed medication and a Dental Benefits plan that reimburses 80% of eligible Basic Services; 50% of eligible Extensive Services (maximum \$3000 per insured person per benefit year) and 50% of eligible Orthodontic Services (lifetime maximum of \$3000 per insured person).

Recognizing that as of the date of ratification, the following sites (or portions of sites) have 100% reimbursement for prescribed medication and/or 100% reimbursement for Basic dental services:

Mineral Springs Hospital, Youville Home and Our Lady of the Rosary.

For THESE sites the parties agree as follows:

1. EMPLOYEES EMPLOYED AT Covenant Health sites with 100% reimbursement for prescribed medication and/or 100% reimbursement for Basic dental services as of the date of ratification, will transition into the consolidated Covenant Health Plan, but will maintain their 100% reimbursement as noted above for all existing and new benefit eligible employees at those sites.
2. Any Employee who transfers out of one (1) of the sites as noted above, but remains in the employ of Covenant Health, will be enrolled on the standard Covenant Health Consolidated Benefits Plan IN ACCORDANCE WITH ARTICLE 21.01(A) AND 21.01(D)(I), effective the first day of the month following the date of transfer.

- 3. Notwithstanding item 1 above, Employees hired or transferred into a benefits eligible position at those sites noted above on or after January 1, 2017 will be enrolled on the standard Covenant Health Consolidated Benefits Plan benefits plan in accordance with article 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer or hire.**

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198 PLUS MUNDARE AND ST. JOSEPH'S HOME)

“Bargaining Unit” shall mean the applicable Local of the United Nurses of Alberta.

1. TRANSFER(S) OF PROGRAMS

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

2. SERVICE RELOCATION

When the Employer delivers Services from more than one **(1)** site, and the Employer decides to relocate a Service to another site or sites, the Employer shall consult with the Union and Local 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: Layoff and Recall 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 14 calendar days of the filing of such grievance, and shall render the decision, in writing, to the parties, within 14 calendar days after the completion of the hearing.

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

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

Sharing of Expertise, Education or Maintenance of Skills

(a) Skill Maintenance

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

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

Employees shall only be required to be assigned to the other Bargaining Unit for skill maintenance if the skill maintenance cannot be provided within the Employee's home Bargaining Unit.

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

(b) Education

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

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

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

(c) Meetings

Employees are permitted to attend meetings at another site not represented by their Bargaining Unit.

(d) Orientation

New Employees may be assigned to attend orientation at another site to support centralized or standardized delivery or space issues. This shall not replace site specific orientation.

(e) “At or out of” Positions

An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one **(1)** site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:

- (i) Services are best delivered at places other than sites operated by the Employer, including schools, patients’ homes, places of business etc., or
- (ii) the Service requires specialist Employees or involve a specialized or specific medical Service which, due to insufficient demand at one **(1)** location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.

“At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.

An Employee given a notice of change in position from an “at” a site position (whether single site or multi-site) to an “at or out of a site” position may accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

(f) Special Procedures

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

(g) Conditions

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

- (i) Twelve weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union and Locals. The 12 week notice period may be waived if there is agreement between the Union and Locals and the Employer.
 - (ii) During the period of such assignments, the Employee shall continue to be a member of this bargaining unit and covered by this Collective Agreement.
 - (iii) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a Shift, including parking for the Shift where not otherwise provided, as per the Collective Agreement or the Employer Travel Reimbursement Policy.
 - (iv) An Employee working within another Bargaining Unit shall receive a reasonable period of orientation to the other site.
- (h) No Layoffs

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

4. **CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY BARGAINING UNIT**

- (a) An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could have been or can still be taken to deal with the circumstances.

Employees from any site may be assigned to work at any site to provide assistance in emergency circumstances.

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling Employees at that site to work overtime. The ability or necessity to compel overtime neither proves nor disproves emergency circumstances. The parties recognize that the decision should be made in the best interests of patient care, that the relative costs are not a factor in themselves and that there are times when requiring mandatory overtime may itself create stresses on Employees and safety concerns that outweigh the stresses and concerns caused by relocation.

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

5. **MULTI-BARGAINING UNIT POSITIONS**

- (a) The Employer shall endeavour to minimize the number of multi-Bargaining Unit positions. If the Employer desires to create multi-Bargaining Unit positions, such positions may only be created when operational requirements make this necessary. Multi-Bargaining Unit positions shall be defined as positions whose duties involve regularly, on a non-emergent basis, working at other sites. For the purposes of Article 7: Hours of Work and Scheduling Provisions, an Employee's schedule shall include Bargaining Unit.
- (b) Multi-Bargaining Unit positions shall be posted at all sites and all Employees in the other Bargaining Unit shall be treated as internal candidates. In filling multi-Bargaining Unit positions, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) Each multi-Bargaining Unit position shall have a home Bargaining Unit. The Employee shall be covered by the Collective Agreement in place at her or his home Bargaining Unit and the Employee shall be a member of such Bargaining Unit.
- (d) Multi-Bargaining Unit positions will be placed in an appropriate, existing classification, in accordance with duties.
- (e) The Employer shall reimburse the Employee for all reasonably necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a Shift, including parking for the Shift where not

otherwise provided, as per the Collective Agreement or the Employer Travel Reimbursement Policy.

- (f) Clause 3 above shall not apply to Employees occupying multi-Bargaining Unit positions.

6. **RENOVATIONS**

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

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) shall have the right to exercise their rights pursuant to the Article 15: Layoff and Recall Article within their home site, but not the right to severance, unless there is permanent reduction in the number of Regular Employees.
- (c) If fewer Employees than required relocate temporarily, the Employer shall have the right to create and fill equivalent positions in the receiving Bargaining Unit in accordance with the sending Bargaining Unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall (except for day-to-day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending Bargaining Unit who transfer temporarily to the receiving bargaining unit may be integrated into the operations and rotations of the receiving bargaining unit.

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

7. DESIGNATED FLOAT POSITIONS

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three **(3)** sites, the furthest two **(2)** sites being no more than 100 kilometres apart, for the following purposes:
 - (i) Coverage for sick leave;
 - (ii) Coverage for vacation;
 - (iii) Coverage for approved leave of absence;
 - (iv) Coverage for educational programs;
 - (v) Coverage for those on skills maintenance;
 - (vi) Surges in workload;
 - (vii) Coverage for unanticipated absences.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by part-time and full-time Regular Employees.
- (c) One **(1)** of the sites at which the Employee floats shall be designated as the Employee's home site.
- (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.
- (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.

- (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.
- (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
- (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
- (i) There will be no layoffs as a result of the use of float positions.

8. **VOLUNTEERS FOR TEMPORARY ASSIGNMENTS**

- (a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
 - (i) Sick leave;
 - (ii) Vacation;
 - (iii) Approved leave of absence;
 - (iv) Educational programs;
 - (v) **Unanticipated resignation;**
 - (vi) **Recruitment difficulties;** or
 - (vii) Skills Maintenance.
- (b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may seek an expression of willingness to accept such a position at some future date.
- (c) This will not be used for temporary positions which must be posted under Article 14.02.

9. **PROMOTIONS, TRANSFERS AND VACANCIES**

- (a) If a vacancy remains in another Bargaining Unit after the provisions of Article 14: Promotions, Transfer & Vacancy have been implemented, Employees from the other Bargaining Unit have the right to apply for the vacancy in the other Bargaining Unit. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer her or his accrued seniority

and pension entitlements, **vacation entitlement** and unused vacation, and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to the Promotions, Transfers and Vacancies provision of the receiving Collective Agreement.

- (b) Employees are not required to resign their position at the original site in order to transfer their entitlements outlined in 9(a) above.**
- (c) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (d) The Employer may choose to recruit to a position utilizing a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving Bargaining Unit and Collective Agreement.

10. **RECALL**

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

11. APPLICATION OF THE SALARY APPENDIX

- (a) Part Time or Casual Employees shall be entitled to advance to the next step on the salary grid upon the completion of 1920.75 hours paid at the Basic Rate of Pay in their first year of employment, and thereafter a further increment upon the completion of each period of 1711.50 hours actually worked at the Basic Rate of Pay up to the maximum increment.
- (b) Part Time or Casual Employees who work at another site covered by the Multi-Employer/United Nurses of Alberta Collective Agreement may, once a year, provide proof of hours worked at the Basic Rate of Pay for that other Employer, or at another Covenant site and have those hours applied for the purpose of achieving further increments on the Salary Grid, up to the maximum increment. Hours worked in another Classification, providing it is work covered by this Collective Agreement, shall be included, however the Employee shall be paid in accordance with the wage rate of the classification of the position held by the Employee at the applicable site.
- (e) This provision shall come into effect upon Ratification of the Agreement and shall have limited retroactive application as follows:
 - (i) Prior to March 31, 2015, and upon proof of hours worked, Employees will be advanced to the highest step on the salary grid achieved working at another site, or for another Employer covered by this Collective Agreement.
 - (ii) After application of (d)(i) above, Employees can only advance one (1) step per year as a result of this provision.

12. ENTITLEMENT TRANSFER

- (a) Employees may port their entitlements in accordance with Addendum IX, 8 (Promotions Transfer and Vacancies) without resigning their position with the other employer.
- (b) Notwithstanding 12 (a), if an Employee remains in a Regular or Temporary position at the original site, vacation and sick banks will not be transferred.

13. RECEIVING CLAUSE

This Addendum shall apply to:

- St. Joseph's Auxiliary Hospital (Edmonton)
- Misericordia Community Hospital (Edmonton)
- Grey Nuns Community Hospital/Edmonton General Continuing Care Centre (Edmonton)
- Youville Home (St. Albert)
- St. Mary's Hospital (Camrose)
- St. Joseph's Hospital (Vegreville)
- Bonnyville Healthcare Centre (Bonnyville)
- Our Lady of the Rosary Hospital (Castor)
- Killam Health Centre (Killam)
- Banff Mineral Springs Hospital (Banff)
- St. Michael's Health Centre (Lethbridge)
- **Mary Immaculate Hospital (Mundare)**
- **St. Joseph's Home (Medicine Hat)**

of the Covenant Health. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

14. **DISPUTE RESOLUTION MECHANISM**

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

- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (e) In addition, the parties agree to meet at such other time as the parties agree upon, to review issues pertaining to disputes/grievances being advanced by more than one **(1)** bargaining unit in relation to a particular Employer decision.
- (f) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employer and Locals, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two **(2)** months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198 PLUS MUNDARE AND ST. JOSEPH'S HOME)

RE: EDUCATIONAL OPPORTUNITIES: ADVANCED STUDIES IN CRITICAL CARE ORIENTATION PROGRAM, PERIOPERATIVE NURSING PROGRAM, OBSTETRICS OR THE EMERGENCY ROOM ORIENTATION PROGRAM

Whereas it is the intention of the parties to support clinical staff in the Critical Care Orientation Program, Perioperative Nursing Program and the Emergency Orientation Program (the Programs) the parties agree as follows:

1. The Employer agrees to fund Employees approved by the Employer and accepted into the Programs. The programs are valued at a minimum of \$4,000.00 which includes, but is not limited to, salary of the Employees while they are in the classroom.
2. Funding of the Program shall include the course and material costs, applicable wages, shift premiums, and applicable benefits as per the Collective Agreement.
3. The Employer agrees to pay the Employee at the Basic Rate of Pay for attendance in the Program. Part-time Employees attending the Program on a full-time basis will be paid at the Basic rate of Pay for all hours in attendance, not to exceed a 1.00 Full-time Equivalency (FTE).
4. Part-time Employees attending the Program on a full-time basis shall be considered Temporary Full-time Employees, and as such, Article 30.02 of the Collective Agreement shall apply.

5. Funded Employees will be selected for full-time or part-time positions in accordance with Article 14: Promotions, Transfers & Vacancies. All provisions of the Collective Agreement apply during the term of paid education leave, except Article 14.07(a) for internal applicants and Article 11.01 for external applicants. Under this Local Condition, the Employee's trial period or probationary period will commence after completion of the Program inclusive of the clinical practicum.
6. For Employees who have not completed their trial period or probationary period prior to the commencement of the Program, the time of such periods will be suspended during the Program.
7. For Employees not placed in a regular position prior to beginning the Program, the Employer shall make reasonable efforts to have at least a 0.50 FTE, regular or temporary position available for Employees who complete the Program.
 - (a) Should such positions not be available, the Employer will guarantee the Employee hours of work as a Benefit Eligible Casual Employee, to the equivalent of 0.50 FTE.
 - (b) If such positions are available, Employees are expected to work in a position for a minimum of 12 months.
8. Funded Employees agree to provide a 12 month return-for-service commitment in at least a 0.50 FTE with the Employer by signing the Covenant Health Return Service Commitment Agreement. This Return Service Commitment Agreement commences following completion of the Program inclusive of the clinical practicum. The return service is to be completed with the Employer, within the applicable Department.
9. Should the Employee terminate employment with Covenant Health before the completion of the 12-month return service commitment, the funds referred to in Item #1 will immediately become due and payable to Covenant Health. The amount to be repaid to Covenant Health will be pro-rated by multiplying that amount of the funds paid by the ratio of months remaining in the return service commitment period to the total 12 month return service commitment period. For example, if an Employee resigns her or his position after six (6) months of service, the amount owed would be: $\$4,000.00 \times 6/12 = \$2,000.00$.
10. Notwithstanding Article 32B, the Employee agrees that Covenant Health reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from her or his final pay cheque, including any vacation pay owing. The Employer may agree to a payment plan which is mutually agreeable to the Employee.
11. In the event the Employee fails to fulfill the return service commitment by the Employee's own choice, but remains an Employee of Covenant Health, the amount of monies owed by the Employee will be reduced by 75%.
12. Should the Employer terminate the Employee's employment at any time during the return service commitment period, the Employee will be considered to have fulfilled

her obligations with respect to return service and no monies will be owed to the Employer.

13. If the Employee is absent for 30 days or more during the return service commitment period, the period of time for the return service commitment will be extended for an amount of time equal to the absence.
14. If the Employee is unsuccessful during the course, trial period or probationary period, the Employer and the Local will meet to discuss placing the Employee in a vacant or suitable position. Such placement will not be subject to the provisions of Article 14: Promotions, Transfers & Vacancies
15. Where the Employee and/or the Local identify concerns that may prevent the Employee from completing the return service commitment, the Employer will review those concerns and work with the Local and the Employee to resolve those concerns.
16. The Employer reserves the right to waive the requirement of the return service commitment when extenuating circumstances occur.
17. This agreement shall be reviewed annually and can be terminated with 90 days notice by either party.

**ADDENDUM AD: LOCAL CONDITIONS APPLICABLE TO MISERICORDIA
COMMUNITY HOSPITAL AND UNITED NURSES OF ALBERTA,
LOCAL #11**

1. EXTENDED WORK DAY

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

Amend Article 7.01(a) to read:

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

- (i) be a consecutive time period of 11.25 hours per day;
- (ii) be 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (iii) not exceed 12.25 maximum in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

Amend Article 7.01(b) to read:

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three **(3)** rest periods of 15 minutes during each full working Shift; and
 - (ii) exclude, as scheduled by the Employer, two **(2)** meal periods of 30 minutes each. Two **(2)** or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.
- (c) Amend Article 37.02(D) to read:
- Amend Article 30.01(a): 7.01(a)(i) to read:
- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 37.5 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
- (d) Amend Article 37.15 to read:
- Amend Article 30.01(e) to read:
- 18.01 A Part-time Employee shall be paid in addition to her or his Basic Rate of Pay a sum equal to 4.8% of the Employee's regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.
- 18.02 (a) A Part-time Employee who works on a Named Holiday shall be paid for the first 11.25 hours worked on the Named Holiday at 1 1/2X her or his Basic Rate of Pay.
- (b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 11.25 hours.
- (e) Amend Article 37.17 to read:
- Amend Article 30.03(d) to read:
- 18.01 A Casual Employee shall be paid in addition to her or his Basic Rate of Pay a sum equal to 4.8% of the Employee's regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

- 18.02 (a) A Casual Employee who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first 7.75 hours except where she or he replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to 11.25 hours.
- (b) Notwithstanding Article 18.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first 7.75 hours except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on a least three **(3)** of the actual Named Holidays. Unless otherwise requested by the Employee, one **(1)** 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).

ADDENDUM E: LOCAL CONDITIONS APPLICABLE TO LOCAL #11 WORKING AT VILLA CARITAS

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(B) Amend Article 7.02(g)(iii) to read:

7.02 (g) (iii) days of rest on two **(2)** weekends in a five **(5)** week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on a Sunday**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

The provisions of Article 30 shall be amended as follows:

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

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

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one **(1)** complete Cycle of the Shift Schedule.

(B) Amend Article 30.01(b) to read:

30.01 (b) (ii) an average of at least two **(2)** consecutive days per week, and a total of eight **(8)** days each four **(4)** week

period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

(C) Amend Article 30.01(c) (i) to read:

30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(D) Amend Article 30.03(a) by adding (v) to read:

30.03 (a) (v) A Casual Employee whose home site is **Villa Caritas** shall be entitled to overtime worked in excess of 155 hours averaged over a four **(4)** week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement.

(E) Amend Article 30.03(b) to read:

30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.

3. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V (A) to read:

Regular Work Day Option – Amend to reflect 16 Shifts in a four **(4)** week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees

work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.

2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

Shift Differential and Weekend Premium shall only be paid for hours actually worked and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.
9. Letter of Portability

Upon request of an Employee, a letter of portability shall be prepared by the Employer and reflect that Employees on a weekend schedule are Full-time Employees.

10. Pension

Pension shall be calculated on full-time hours of work.

~~5. CAMP ALLOWANCE~~

~~A. The parties recognize the value of staff attendance on overnight patient/resident/client recreational/therapeutic activities (Camp) authorized by the Employer, as these enhance patient assessment and treatment planning prior to community integration.~~

~~B. Accordingly, the parties agree that the following method will be adopted to compensate Employees who volunteer to accompany patients/residents/clients on Camps:~~

~~(a) An Employee who attends a Camp shall be paid at the Employee's Basic Rate of Pay for 7.75 hours of work only.~~

~~(b) In addition to the payments in (a) above, an Employee shall be paid an allowance of \$70 for each day in attendance at such activity.~~

~~(c) Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director.~~

ADDENDUM F D: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA LOCAL #72 (ST. MICHAEL'S HEALTH CENTRE, LETHBRIDGE) AND LOCAL #99 (ST. JOSEPH'S AUXILIARY HOSPITAL) AND LOCAL #154 [YOUVILLE HOME (ST. ALBERT), AND LOCAL MARY IMMACULATE HOSPITAL, MUNDARE AND LOCAL _____, ST JOSEPH'S HOME, MEDICINE HAT.

The parties agree that the provisions of Article 16: Responsibility Allowance, Temporary Assignment and In-Charge and Article 26: Educational Allowances shall be amended as follows:

1. **IN-CHARGE, TEMPORARY ASSIGNMENT AND PRECEPTOR PAY**

Amend Article 16 to read:

16.01 In 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) (i) 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 \$2.00 per hour.
- (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.02 Temporary Assignment

Notwithstanding Article 2.04(b)(iii), Regular or Temporary Employees may be assigned to relieve others for additional duties.

- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one **(1)** full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
- (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one **(1)** full Shift or longer, the Employee shall be paid an additional \$2.00 per hour.

16.03 Preceptor Pay

- (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 65¢ per hour.
- (c) "Preceptor" shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

2. **EDUCATIONAL ALLOWANCES**

Amend Article 26.01(a), ~~26.04 and 26.05~~ to read:

- 26.01 (a) 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 institution. With respect to the gerontological certification, the certification must be provided by the Canadian Nurses Association.

Course/Certificate	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
CERTIFIED DIABETES EDUCATOR CERTIFICATE	50¢
Gerontological Certification	70¢
Board of Lactation Consultant Examiners Certificate	50¢
Canadian Nurses Association Certification	50¢
Active registration in the CARNA plus Psychiatric Nursing (or vice versa) OR A DEGREE OR DIPLOMA IN NURSING PLUS ACTIVE REGISTRATION IN CRPNA	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master’s Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.
- (c) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
- (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), **COLLEGE AND ASSOCIATION OF REGISTERED NURSES OF ALBERTA (CARNA)** or International Qualifications Assessment Service (IQAS);
 or

- (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

~~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 for the qualification or from the date of hire, whichever is later **TO A MAXIMUM OF TWELVE MONTHS.**~~

~~26.05 — The parties agree that this Article shall be administered as follows with respect to clinical courses and certifications:~~

~~(a) — In accordance with Article 26.01 and 26.02, in order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a clinical course must:~~

~~(i) — be applicable to the position held by the Employee;~~

~~(ii) — contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and~~

~~(iii) — include an evaluative element applicable to the participant.~~

~~(b) — The parties have agreed that the following clinical courses meet the above described criteria:~~

~~• — Mount Royal University — Advanced Studies in Critical Care Nursing~~

~~• — Mount Royal University — Advanced Studies in Mental Health~~

~~• — Mount Royal University — Gerontology: Studies in Aging~~

~~• — Mount Royal University — Maternal Infant Child Healthcare — Child Health, Neonatal or Perinatal Focus~~

~~• — **MOUNT ROYAL UNIVERSITY — ADVANCED STUDIES IN PERINATAL AND NEONATAL NURSING**~~

~~• — Grant MacEwan University — Post-Basic Nursing Practice: Hospice Palliative Care and Gerontological Nursing Certificate Program~~

~~• — Alberta Health Services — Critical Care Course~~

~~• — Alberta Health Services — Perioperative Course~~

~~• — Lethbridge College — Perioperative Course~~

~~• — Midwifery~~

~~(c) — The list of clinical courses in (b) above is a sample listing only and is not intended as a comprehensive listing of clinical courses eligible for~~

~~recognition. In determining recognition for clinical courses other than those listed above, Employers will recognize courses that meet the criteria described in (a) above and are similar in scope to the sample clinical courses listed in (b) above.~~

~~(d) Notwithstanding the criteria in 26.05(a)(ii) and (iii), Alberta Health Services—Oncology Nursing Distance Education Certificate (ONDEC) shall be considered a clinical course.~~

ADDENDUM G E: LOCAL CONDITIONS APPLICABLE TO YOUVILLE HOME (ST. ALBERT) AND UNITED NURSES OF ALBERTA LOCAL #154

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~~ **Evenings, Nights and Weekends**

(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 **15.0** 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 79.75 hours off duty, **provided not more than one (1) hour is worked on the last day of the extended weekend;**
- (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 12 weeks notice in writing of such intent.

**ADDENDUM H: LOCAL CONDITIONS APPLICABLE TO ST. JOSEPHS HOME
AND UNITED NURSES OF ALBERTA, LOCAL # 70**

Except as provided below, all terms and conditions of this Collective Agreement (expiring March 31, 2017) shall apply effective the date of ratification unless otherwise stated.

Date of Ratification for Covenant Health August 13, 2014.

1. ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

Effective October 1, 2014 monthly membership dues will be deducted at 1.3% of gross earnings and submitted to the Union in accordance with Article 5.01.

2. ARTICLE 7: HOURS OF WORK AND SCHEDULING

A new schedule will be developed in accordance with Article 7: Hours of Work and Scheduling and be implemented, no later than January 31, 2015, or such earlier period as agreed to by the Employer and the Local.

3. ARTICLE 8: OVERTIME

Effective October 1, 2014 the provisions of Article 8 will apply.

4. ARTICLE 11: PROBATIONARY PERIOD

An Employee hired prior to the date of ratification will only be required to work 465.23 hours to successfully conclude the probationary period.

5. ARTICLE 12: SENIORITY

12.01(a) An Employee's "Seniority Date" shall be established as the date on which a Regular or Temporary Employee's began continuous employment with Covenant Health or its predecessors, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.

12.01(b) Notwithstanding 12.01(a), above, where prior to commencing employment with Covenant Health, an Employee was employed with an Employer with a bargaining relationship with UNA with a collective agreement that contained a reciprocal seniority clause, "continuous service" shall include service with that employer, provided there was no break in service with that Employer longer than six (6) months.

6. ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

A. Within 30 days of the date of ratification, each Employee shall receive a letter of hire from the Employer which will include.

- (a) the items listed under Article 14.10; and
 - (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay (inclusive of Educational Allowances and Long Service Pay Adjustment); and,
 - (c) seniority date; and
 - (d) vacation anniversary date; and
 - (e) vacation and sick leave entitlement level.
- B. For the purposes of 2(a) through 2(e) above, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.

7. **ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN-CHARGE**

Effective October 1, 2014 the provisions of Addendum F will apply.

8. **ARTICLE 17: VACATIONS WITH PAY**

Effective October 1, 2014 the provisions of Article 17 will apply.

9. **ARTICLE 18: NAMED HOLIDAYS**

Effective October 1, 2014 the provisions of Article 18 will apply.

10. **ARTICLE 19: SICK LEAVE TRANSITIONAL PROVISION**

Effective October 1, 2014, the following provisions will be used to move Employees from the existing Sick Leave Plan to Article 19: Sick Leave. Employees shall have a sick leave bank established as follows:

- (a) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing October 1, 2014.
- (b) Employees who are receiving sick leave pay as at the date of ratification will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

11. **ARTICLE 25: SALARIES**

Effective Date of Ratification, the provisions of Article 25.01 and the LSPA rate will apply. Salary increases will be retroactive to April 1, 2014.

Effective October 1, 2014 the remaining provisions of Article 25 will apply.

12. **ARTICLE 26: EDUCATIONAL ALLOWANCES**

Allowances for education shall be paid from the date the Employee provides proof of the qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the ratification date, whichever is later.

13. **ARTICLE 28: SHIFT AND WEEKEND PREMIUM**

Effective October 1, 2014 the provisions of Article 28 will apply, except as follows:

- (a) Night premium will remain current until November 15, 2014, at which time the provisions of Article 28.01(b) shall apply.
- (b) Weekend premium will remain current until November 15, 2014, at which time the provisions of Article 28.02 shall apply.

14. **ARTICLE 29: PENSION PLAN**

- (a) The Employer will provide eligible Employees with information regarding enrollment in the supplemental pension plan in Article 29.05. This information is to be provided no later than December 1, 2014.
- (b) Effective January 1, 2015, eligible Employees may enroll in the supplemental pension plan outlined in Article 29.05.

15. **PARKING**

Ninety (90) days notice will be provided to Employees regarding any changes to parking, including instituting Employee payment for parking.

16. **ADDENDUM A: EMPLOYEE BENEFITS**

- (A) Employees will remain on their existing benefit plans until December 31, 2014. On January 1, 2015, Employees will transition to A: Covenant Health, 1. Employee Benefits.
- (B) An open enrollment period will be offered to all eligible Employees.
- (C) Employees will continue to be eligible to utilize their current Flexible Spending Account Allocation until December 31, 2014.

17. **LETTER OF UNDERSTANDING #11 RE: LUMP SUM PAYMENTS**

This provision will come into effect September 29, 2014. The first Lump Sum payment will be paid on hours worked between April 1, 2014 and September 30, 2014.

18. **LETTER OF UNDERSTANDING #20 RE: 2013-2016 LUMP SUM PAYMENTS**

This provision will come into effect Date of Ratification. The Employees will be eligible for Lump Sum payments paid as per the Letter of Understanding.

XI. ALBERTA HEALTH SERVICES – CORRECTIONS SERVICES

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO EMPLOYEES AT PEACE RIVER CORRECTIONAL CENTRE , FORT SASKATCHEWAN CORRECTIONAL CENTRE, EDMONTON REMAND CENTRE, EDMONTON YOUNG OFFENDERS CENTRE, RED DEER REMAND CENTRE, CALGARY CORRECTIONAL CENTRE, CALGARY REMAND CENTRE, CALGARY YOUNG OFFENDER CENTRE, MEDICINE HAT REMAND CENTRE, AND THE LETHBRIDGE CORRECTIONAL CENTRE.

~~Except as provided below, all terms and conditions of the AHS/UNA Collective Agreement (expiring March 31, 2013) shall apply effective September 13, 2010.~~

1. ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

~~A. (a) As soon as practicable but by no later than June 1, 2011, Article 7: Hours of Work and Scheduling Provisions of this Collective Agreement, as amended in 1.B. below, shall apply. The schedules shall be posted for no less than six weeks in advance of their effective date (and by no later than April 20, 2011).~~

~~(b) For the period from the Date of the Arbitration Award (**March 7, 2011**) until the effective date of the new schedule (no later than June 1, 2011), the hours of work and scheduling provisions applicable to Employees on the day prior to the Date of the Arbitration Award shall remain in force.~~

A. Article 7: Hours of Work and Scheduling Provisions shall be amended as follows:

7.01 Regular Hours of Work

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
 - (i) 7.75 consecutive hours per day; and
 - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

7.02 Shift Schedules

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least ~~15.5~~ hours off duty between Shifts;
 - (ii) at least two **(2)** consecutive days of rest;
 - (iii) days of rest on two **(2)** weekends in a five (5) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;
 - (iv) not more than six (6) consecutive scheduled days of work.
 - (v) Delete

B. “6 on /3 off” Schedule

- (a) Within four **(4)** weeks of the Date of the Arbitration Award (March 7, 2011), an Employee who was working a “6 on/3 off” schedule (6/3 Schedule) on the Award Date may make a request to the Employer to continue their 6/3 Schedule.
- (b) The Employer may agree to such request, which shall not be unreasonably withheld. When considering whether to agree to such a request, the Employer may take into account such factors as added operational costs, or operational inefficiencies (including, but not limited to, the creation of small FTEs as a result of continuing the 6/3 Schedule), or both.
- (c) Where the Employer and Employee mutually agree to continue the 6/3 Schedule, it is understood that such agreement:
 - (i) may result in a reduction in the Employee’s FTE, in which case, the Employee agrees to such FTE reduction, and that the FTE reduction will not trigger Article 15: Layoff and Recall; and
 - (ii) shall not require the Employer to provide extra hours to the Employee in order for the Employer to maintain their original FTE.
- (d) (i) Either the Employer or the Employee may provide notice of intention to terminate the 6/3 Schedule. The Employer shall give effect to the request within 16 weeks of receiving such notice.

- (ii) Pursuant to Article 14.14(b), an Employee may request to increase their regular hours of work.

C. Article 30: Part-time, Temporary and Casual Employees, shall be amended to read as follows:

- (a) Amend Article 30.01(a) to read:

- (i) 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 7.75 hours per day and in any event, shall be less than 38.75 per week averaged over one **(1)** complete Cycle of the Shift Schedule.

(ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

(iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

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

(b) Amend Article 30.01(b) 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 15-~~5~~ hours off duty between Shifts;
- (ii) an average of at least two **(2)** consecutive days per week, and a total of 10 days each five **(5)** week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required; and
- (iii) not more than six **(6)** consecutive scheduled days of work; and
- (iv) designated days of rest on two **(2)** weekends in a five **(5)** week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, **provided not more than one (1) hour is worked on the Sunday**. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend.

Amend Article 30.01(c) to read:

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local 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 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

Amend Article 30.03(a)(v) to read:

- 30.03 (a)(v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting **October 6, 2014**~~January 1st~~ of each year.

Amend Article 30.03(b) to read:

- 30.03 (b) Increment Accrual
- Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.

D. Article 37: Extended Work Day shall be amended to read as follows:

- (a) Amend Article 37.01 to read:

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

- (i) applicable correctional services facility;
- (ii) applicable positions; and
- (iii) applicable extended work day option.

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

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.

- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten (10) days of the change.
 - (d) The Employer and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- (b) Amend Article 37.02 as follows:

37.02 **An** optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I, or Option II is applied, the relevant provisions of Article 7: Hours of Work and Scheduling Provisions and 30: Part-time, Temporary and Casual Employees shall be amended as follows:

Option I: 11.25 Hour Extended Work Day

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

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

- (i) be a consecutive time period 11.25 hours per day;
- (ii) be 39.375 hours per week averaged over one (1) complete Cycle of the Shift Schedule (2022.75 hours per year); and
- (iii) except where overtime is necessitated, not exceed 12.25 hours per day of facility time, as determined by the start and finish times of the Shift,

- (B) Amend Article 7.02(d) to include:

(iv) days and evenings rotation.

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

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two **(2)** consecutive days of rest per week;
 - (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
 - (iv) not more than four **(4)** consecutive extended Shifts nor more than five **(5)** extended Shifts per week.

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

30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.25 hours per day and, in any event, shall be less than 39.375 hours per week averaged over one **(1)** complete Cycle of the Shift Schedule.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three **(3)** days per week shall be scheduled as designated days of rest, and at least two **(2)** such days of rest per week shall be consecutive for a total of 21 in a six **(6)** week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two **(2)** weekends off duty in each four **(4)** week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than four **(4)** consecutive extended Shifts.

(F) Amend Article 37.03 to read:

8.01(a) Overtime is all time authorized by the Employer and worked by the Employee in excess of the

regularly scheduled daily hours specified in Item 1.E.(b)(A)(i), or on scheduled days of rest.

(G) Amend Article 37.18 to read:

A Casual **or Part-time** Employee who works an extended work day Shift shall be paid at the overtime rate for time worked in excess of 7.75 hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent for any reason; in which case, 2X the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified above in Item 1.E.(b)(A)(i).

~~2. ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES~~

~~A. Within 60 days of the Date of the Arbitration Award, each Employee shall receive a letter of hire from the Employer which will include:~~

~~(a) the items listed under Article 14.10, with the exception of Article 14.10(c) number of hours per Shift and Shifts per Shift Cycle;~~

~~(b) increment anniversary date, hours toward the next increment and Basic Rate of Pay; and,~~

~~(c) seniority date; and~~

~~(d) vacation anniversary date; and~~

~~(e) vacation and sick leave entitlement level~~

~~B. No later than 30 days from the revised schedules being posted under paragraph 2A(a), each Employee shall receive an additional letter from the Employer which will confirm the Employee's number of hours per Shift and Shifts per Shift Cycle.~~

~~C. For the purposes of 2A and 2B above, each Employee shall have 60 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.~~

~~3. ARTICLE 26: EDUCATIONAL ALLOWANCES~~

~~Allowances for education shall be paid from the date the Employee provided proof of the qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualifications, or from September 13, 2010, whichever is later.~~

~~4. ARTICLE 29: PENSION PLAN~~

~~The Employer will provide eligible Employees with information regarding enrollment in the supplemental pension plan in Article 29.05. This information is to be provided no later than 30 days following the Date of the Arbitration Award. Where an Employee wishes to participate in the supplemental pension plan retroactive to September 13, 2010, the Employee shall request the retroactive enrolment by no later than 60 days after the Date of the Arbitration Award.~~

~~5. ARTICLE 30: PART TIME, TEMPORARY AND CASUAL EMPLOYEES~~

~~A. Amend Article 30.01(e)(i) to read:~~

~~30.01 (e) Increment Accrual~~

~~(i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.~~

~~B. Amend Article 30.03(a)(v) to read:~~

~~30.03 (a) (v) A Casual Employee whose home site is a Corrections site shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).~~

~~C. Amend Article 30.03(b) to read:~~

~~(b) Increment Accrual~~

~~Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.~~

2. SALARIES AND CLASSIFICATIONS

A. For transition purposes only:

(a) Medical and Health 1 and Medical and Health 2 Employees shall be placed into the Registered Nurse classification in the Salaries Appendix;

(b) **(For Informational Purposes Only)**

The Employer shall undertake a job audit of a sampling of both Medical and Health 1 and Medical and Health 2 Employees, using the Job Evaluation tool currently called “CRHA Nursing Job Evaluation Project – Nursing Compensable Factors, June 28, 2000” (Job Audit).

(c) **(For Informational Purposes Only)**

The Job Audit shall be completed by May 31, 2011, and the Employer shall provide the Job Audit analysis and outcomes to the Union forthwith.

(d) **(For Informational Purposes Only)**

If the Job Audit outcomes result in the Medical and Health 1 or Medical and Health 2 being reclassified to a higher paid classification in the Salaries Appendix:

(i) the hourly rate of pay for Employees reclassified to a higher classification shall be determined by placing them on the pay step of the higher classification that is closest to, but not less than, the hourly rate of pay they were receiving in the Registered Nurse classification;

(ii) the adjustment to the hourly rate of pay in the higher classification shall be paid retroactive to September 13, 2010.

(e) The Employer shall make a decision about any reclassifications no later than June 30, 2011; and shall make any resulting retroactive payments no later than July 31, 2011.

B. Within 60 days of the Date of the Arbitration Award, if applicable, an Employee shall submit the following documentation to determine their applicable Basic Rate of Pay:

- proof of previous experience in accordance with Article 27: Recognition of Previous Experience. Hours worked in one **(1)** position that were included in any recognition of previous experience according to the provisions in place on the day before the Award Date, shall not be recognized for purposes of adjusting the Employee’s increment level or included in hours towards the next increment. (i.e., hours cannot be counted twice).

- satisfactory proof of clinical courses, certifications or degrees to demonstrate eligibility for educational allowances in accordance with Article 26: Educational Allowances;
 - proof of 20 years of nursing service to determine eligibility for the two **(2)** percent (2%) Special Long Service Pay Adjustment in accordance with the Letter of Understanding re: Retention and Recruitment Initiatives, Item IV: Retention of Experienced Employees.
- C. (a) Upon providing satisfactory proof for one **(1)** of more of the items in B. above, such additions to an Employee's Basic Rate of Pay shall be effective as of September 13, 2010.
- (b) Notwithstanding C(a) above, where an Employee has completed the qualification requirements for an education allowance after September 13, 2010, the educational allowance will be effective from the date of the completed qualifications.
- D. If an Employee's hourly rate of pay in effect on September 12, 2010 is greater than the top step of the applicable grid in the Salaries Appendix, the Employee's hourly rate of pay as of September 12, 2010 shall be red-circled until such time as the highest achievable hourly rate under the salary grid exceeds the Employee's red-circled rate of pay.

~~7. LUMP SUM~~

- ~~A. Where an Employee was employed as a Correctional Nurse with AHS on September 13, 2010, and was continuously employed thereafter to the Date of the Arbitration Award, such Employee shall receive a one-time lump sum payment, to be paid as soon as practicable, but no later than May 31, 2011, as follows:~~
- ~~(a) Full-time Employees shall receive \$850.~~
 - ~~(b) Part-time and Casual Employees shall receive \$850, pro-rated to their regular hours actually worked between September 13, 2010 and March 7, 2011.~~
- ~~B. "Regular hours actually worked" includes:~~
- ~~(a) Leaves of absence for Union and Local business;~~
 - ~~(b) Other leaves of absence of one month or less;~~
 - ~~(c) Time on sick leave with pay;~~
 - ~~(d) Absences while receiving Workers' Compensation; and~~
 - ~~(e) Educational leave up to 24 months.~~

3. **Letter of Understanding**

RE: EMPLOYEES WITH MULTIPLE EMPLOYMENT RELATIONSHIPS

- A. Employees who on ~~the Date of the Arbitration Award~~ September 13, 2010, occupied more than one (1) position with the Employer (“the former positions”), shall thereafter be deemed to hold just one (1) position subject to the following conditions:
- (a) Employees may continue to hold the former positions for so long as the Employee remains in those positions. The positions will be administered like multi-site positions until the Employee no longer holds more than one (1) former position.
 - (b) No Employee may continue to hold former positions consisting of more than 1.0 full time equivalent.
 - (c) Employees over the 1.0 FTE limit will advise the Employer of which position, positions or portions of a position they wish to drop to reduce their total to 1.0 FTE.
 - (d) If the Employee does not make a choice, or makes a choice that is in the Employer’s view unfeasible, the Employer will first attempt to resolve the matter with the Employee, failing which it may decide on the former position, positions or part of a position to be dropped and reduce the Employee to 1.0 FTE.
 - (e) Where the Employee’s existing shift schedules are non-compliant as a result of the former positions being treated as one (1) multi-site position:
 - (i) The Employee may continue to work those schedules as if they were two (2) positions without additional premiums due to the combined effect of the two (2) schedules. However, this shall only last until the Employer reposts the first of the two (2) schedules and in any event no later than one (1) year from ~~the Date of the Arbitration Award~~ **March 7, 2011**.
 - (ii) In order to re-schedule the Employee in a manner that will be contract compliant the Employer and Employee will attempt to agree on new contract compliant schedules and in doing so may agree to redistribute the Employee’s FTE distribution between sites. Failing agreement the Employer will decide on the former position, positions or part of a position to be eliminated or modified in order to allow the contract compliant schedules. In so doing, the Employee’s overall FTE allocation will not be reduced.

- (f) Employees still holding former positions under this section may use the provisions of Article 14.15 at any time rather than just once per year provided:
- doing so will consolidate their work assignments,
 - they do not, by so doing, exceed 1.0 FTE's in total.
- (g) The Employer may reconfigure any former position or part of a former position vacated by Employees holding former positions under this clause.
- B. Any former position or part of a former position vacated as a result of this Letter of Understanding shall be filled in accordance with Article 14.15(b).
- C. Employees previously occupying more than one **(1)** position shall have their vacation entitlement adjusted to recognize their prior employment in all positions up to a maximum of one **(1)** FTE, retroactive to September 13, 2010. The onus is on the Employee to provide the Employer with satisfactory proof of qualifying prior employment.
- D. The hours in each Employee's sick leave banks shall be added together to create a single sick leave bank. If the two **(2)** sick leave banks added together total more than the 120 day or 930 hour maximum, then the maximum is capped at 120 days or 930 hours.
- E. (a) Regular Employees who, as of ~~the Date of the Arbitration Award~~ **September 13, 2010**, also worked as Casual Employees under what was a second contract of employment shall, up until three **(3)** months after ~~the Date of Ratification the Arbitration Award~~ **March 7, 2011**;
- (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
 - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between September 13, 2010 and **until such time as his or her employment relationship has been consolidated up to three (3) months from the Date of Ratification the Arbitration Award.**
- (b) Effective three **(3)** months after the **September 13, 2010** ~~Date of the Arbitration Award~~, compensation for additional shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer

to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.

- F. (a) Casual Employees who, as of the **September 13, 2010** ~~Date of the Arbitration Award~~ worked under more than one **(1)** casual employment contract shall, up until three **(3)** months from ~~the~~ **March 7, 2011** ~~Date of Ratification~~ the Arbitration Award:
- (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
 - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between September 13, 2010 **and until such time as his or her employment relationship has been consolidated** ~~and up to three (3) months from the Date of Ratification~~ the Arbitration Award.
- (b) Effective three **(3)** months after ~~the~~ **September 13, 2010** ~~Date of the Arbitration Award~~, compensation for all shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
- G. Regular Employees who, as of the **September 13, 2010** ~~Date of the Arbitration Award~~, worked under more than one **(1)** regular part-time contract of employment shall, ~~up until one (1) year from the Date of the~~ ~~Arbitration Award~~, have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between September 13, 2010, and **until such time as his or her employment relationship has been consolidated** ~~one (1) year from the Date of~~ ~~Ratification~~ the Arbitration Award.
- H. For the purposes of paragraphs E, F and G above, the onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is three **(3)** months from the latter date indicated in paragraphs E, F and G, as applicable.
- I. (a) Hours worked in one **(1)** position that were included in any recognition of previous experience in accordance with Article 27: Recognition of Previous Experience when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the

Employee's increment level or included in hours towards the next increment. (i.e., hours cannot be counted twice).

- (b) The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one **(1)** month, periods of sick leave and WCB and educational leave up to 24 months).
 - (c) Only hours worked up to the equivalent of full-time hours shall be recognized.
- J. Nothing in this Letter of Understanding modifies the provisions of the *Employment Standards Code*.

4. LETTER OF UNDERSTANDING

RE: PARKING FOR CORRECTIONS NURSES

1. For so long as the Department of Solicitor General and Public Services (SGPS) provides parking at its facilities at no cost to Alberta Health Services (AHS) for the use of Corrections Nurses, AHS will not charge any fees to Corrections Nurses for such parking.
2. If SGPS begins charging AHS for use of parking by the Corrections Nurses, AHS will charge the Corrections Nurses in accordance with its parking policies. No charge will be made for any parking where Article 10.06 of the Collective Agreement applies.
3. Until the Edmonton Remand operations are relocated to the new Edmonton Remand Centre, AHS shall continue to provide no-cost parking to the Corrections Nurses working at the current location.

SALARY APPENDIX

Registered Nurse

Registered Psychiatric Nurse		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	01-Apr-13	34.31	35.63	36.95	38.27	39.60	40.90	42.23	43.48	45.03
	2% LSPA Rate	35.00	36.34	37.69	39.04	40.39	41.72	43.08	44.35	45.93
	01-Apr-14	35.00	36.34	37.69	39.04	40.39	41.72	43.07	44.35	45.93
	2% LSPA Rate	35.70	37.07	38.44	39.82	41.20	42.55	43.93	45.24	46.85
	01-Apr-15	35.78	37.16	38.54	39.91	41.30	42.66	44.04	45.35	46.96
	2% LSPA Rate	36.50	37.90	39.31	40.71	42.13	43.51	44.92	46.26	47.90
	01-Apr-16	36.86	38.28	39.69	41.11	42.54	43.94	45.37	46.71	48.37
	2% LSPA Rate	37.60	39.05	40.48	41.93	43.39	44.82	46.28	47.64	49.34

Certified Graduate Nurse

Graduate Nurse - Temp Permit Holder

Graduate Psychiatric Nurse		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	01-Apr-13	31.39	32.36	33.04	33.64	34.17	34.89	36.00	37.04	38.34
	2% LSPA Rate	32.02	33.01	33.70	34.31	34.85	35.59	36.72	37.78	39.11
	01-Apr-14	32.02	33.01	33.70	34.31	34.85	35.59	36.72	37.78	39.11
	2% LSPA Rate	32.66	33.67	34.37	35.00	35.55	36.30	37.45	38.54	39.89
	01-Apr-15	32.74	33.75	34.46	35.08	35.64	36.39	37.55	38.63	39.99
	2% LSPA Rate	33.39	34.43	35.15	35.78	36.35	37.12	38.30	39.40	40.79
	01-Apr-16	33.72	34.76	35.49	36.14	36.71	37.48	38.67	39.79	41.19
	2% LSPA Rate	34.39	35.46	36.20	36.86	37.44	38.23	39.44	40.59	42.01

Assistant Head Nurse

Nurse Clinician		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	01-Apr-13	35.46	36.99	38.49	39.94	41.36	42.90	44.26	45.58	47.17
	2% LSPA Rate	36.17	37.73	39.26	40.74	42.19	43.76	45.15	46.50	48.12
	01-Apr-14	36.17	37.73	39.26	40.74	42.19	43.76	45.15	46.49	48.11
	2% LSPA Rate	36.89	38.48	40.05	41.55	43.03	44.64	46.05	47.42	49.07
	01-Apr-15	36.98	38.58	40.14	41.66	43.14	44.74	46.16	47.54	49.20
	2% LSPA Rate	37.72	39.35	40.94	42.49	44.00	45.63	47.08	48.49	50.18
	01-Apr-16	38.09	39.74	41.35	42.91	44.43	46.08	47.55	48.96	50.67
	2% LSPA Rate	38.85	40.53	42.18	43.77	45.32	47.00	48.50	49.94	51.68

Head Nurse and Instructor		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	01-Apr-13	37.55	39.16	40.83	42.47	44.15	45.86	47.26	48.66	50.37
	2% LSPA Rate	38.30	39.94	41.65	43.32	45.03	46.78	48.20	49.64	51.38
	01-Apr-14	38.30	39.94	41.65	43.32	45.03	46.78	48.21	49.63	51.38
	2% LSPA Rate	39.07	40.74	42.48	44.19	45.93	47.72	49.17	50.62	52.41
	01-Apr-15	39.16	40.84	42.58	44.29	46.05	47.83	49.29	50.75	52.53
	2% LSPA Rate	39.94	41.66	43.43	45.18	46.97	48.79	50.28	51.77	53.58
	01-Apr-16	40.34	42.07	43.86	45.62	47.43	49.26	50.77	52.27	54.11
	2% LSPA Rate	41.15	42.91	44.74	46.53	48.38	50.25	51.79	53.32	55.19

Clinical Nurse Specialist		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	01-Apr-13	39.40	41.13	42.89	44.60	46.35	48.14	49.63	51.08	52.87

Collective Agreement
 April 1, 2013 – March 31, 2017

2% LSPA Rate	40.19	41.95	43.75	45.49	47.28	49.10	50.62	52.10	53.93
01-Apr-14	40.19	41.95	43.75	45.49	47.28	49.10	50.62	52.10	53.93
2% LSPA Rate	40.99	42.79	44.63	46.40	48.23	50.08	51.63	53.14	55.01
01-Apr-15	41.09	42.90	44.73	46.52	48.34	50.21	51.76	53.27	55.14
2% LSPA Rate	41.91	43.76	45.62	47.45	49.31	51.21	52.80	54.34	56.24
01-Apr-16	42.33	44.18	46.07	47.91	49.79	51.71	53.31	54.87	56.80
2% LSPA Rate	43.18	45.06	46.99	48.87	50.79	52.74	54.38	55.97	57.94

Undergraduate Nurse

		Step 1
Current	01-Apr-13	25.77
	01-Apr-14	26.29
	01-Apr-15	26.88
	01-Apr-16	27.68