

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND THE**

**UNITED NURSES OF ALBERTA  
LOCAL #155**

**FOR THE PERIOD**

**APRIL 1, 2017 - MARCH 31, 2023 (Extended until March 31, 2024)**

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**COLLECTIVE AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**OF THE FIRST PART**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**OF THE SECOND PART**

**PREAMBLE**

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to provide and improve quality and efficiency of Blood Services 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 and efficiency of Blood Services, the parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which United Nurses of Alberta and Canadian Blood Services, Edmonton Centre exchange notice of ratification by their principles of the terms of this Agreement, up to and including March 31, 2024, and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days, prior to the expiration date of its desire to amend this Collective Agreement. The date of ratification of the Collective Agreement is March 23, 2021.

The Collective Agreement (April 1, 2017 to March 31, 2023) for Local 155 ratified on March 23, 2021. The extension of the Collective Agreement (April 1, 2023 to March 31, 2024) for Local 155 ratified on January 10, 2023.

- 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 terminated prior to the date of signing of this Collective Agreement shall be entitled to retroactive pay of their regular wage increases on all paid hours up to their termination date. The Employee must apply in writing for their retroactive pay within ninety (90) calendar days of the signing of this Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Act” means the Labour Relations Code S.A. 1988, c.L. 1.2 as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.
- 2.03 “Basic Rate of Pay” is the step in the scale applicable to the Employee set out in the Salaries Appendix inclusive of the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.04 “Centre” means the Canadian Blood Services, Edmonton Centre and other fixed collection sites.
- 2.05 “Date of Ratification” shall mean the date of exchange of notices of ratification between the parties.
- 2.06 At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories:

Full-time, part-time, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

- (a) A “Regular Full-time Employee” is one who is employed for an indefinite duration of time and who normally works the full prescribed hours as specified in Article 7.01 of this Collective Agreement.
- (b) A “Regular Part-time Employee” is one who is employed for an indefinite duration of time but whose scheduled hours of work are normally less than those prescribed in Article 7.01(b) of this Collective Agreement.
- (c) A “Temporary Employee” is one who is employed for a definite period of time in excess of three (3) calendar months, to replace a Regular Full-time or Regular Part-time Employee who is on an anticipated lengthy or pro-longed leave of

absence, or leave due to illness or injury, or to undertake or assist in undertaking a special project.

- (d) A “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 31.05(a); or
  - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- 2.07 “Employer” shall mean Canadian Blood Services, and includes such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Centre and Satellite Sites.
- 2.08 “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.
- 2.09 (a) “Workday” means a daily tour of duty.
- (b) For any paid leave of absence provided for under the provisions of this Collective Agreement, Full-time Employees will be credited with seven and one-half (7 1/2) hours for each full day of such absence.
- (c) “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local 155 which is party to this Agreement.
- 2.11 “Date of Employment” means the date on which the Employee’s continuous service in the employ of the Employer commenced.
- 2.12 The gender-neutral pronouns “their”, “them”, “they” used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable.

### **ARTICLE 3: RECOGNITION**

- 3.01 Canadian Blood Services recognizes the United Nurses of Alberta, Local 155 as the exclusive bargaining agent for the Employees covered by the certification issued by the Labour Relations Board of the Province of Alberta on February 13, 2009, Certificate No. 36-2009.

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

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement, including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause; and
  - (e) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the schedules of activities, kinds and locations of machines and processes to be used in scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a biologics manufacturer.
- 4.02 Parties shall exercise their rights in a fair and reasonable manner which is consistent with the terms of the Collective Agreement.

#### **ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS**

- 5.01 (a) The Employer shall deduct from the gross pay of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deduction shall be forwarded to the Provincial Office of United Nurses of Alberta, or its authorized representative, not later than the fifteenth (15<sup>th</sup>) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues paid and gross pay of those Employees.



- (b) Gross pay for the purpose of Union dues deductions shall mean all taxable earnings indicated on the Employee's bi-weekly pay cheque from the Employer.
- (c) The Employer agrees to supply the Union with a statement, when changes occur, indicating new hires and/or terminations to the bargaining unit.
- (d) The Employer shall provide as part of the current Union dues deduction form to the Union on a monthly basis, the following information:
  - (i) Name of Employee;
  - (ii) Category (Regular FT, Regular PT, Temporary, Casual) including those on recall;
  - (iii) For Regular and Temporary Employees, their seniority date, for Casual Employees their date of hire;
  - (iv) Address;
  - (v) Hourly rate of pay.

5.02 The Union shall advise the Employer in writing, thirty (30) days in advance, of the establishment of, or change in, membership dues structure and the Employer shall make such deductions from Employees provided that it is compatible with the Employer's payroll system.

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

5.04 The Employer shall provide a bulletin board at each permanent location, in a reasonably accessible location upon which space shall be provided for the exclusive use of the Union for the purpose of posting policies and other material which may be of interest to Employees. The Employer reserves the right to require that posted material damaging to the Employer be removed.

5.05 (a) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory. A representative of the Employer may be present at such presentation.

(b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union President or designate the number of new Employees expected at the orientation.

- 5.06 (a) In so far as the operational requirements permit, leave of absence without pay may be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, workshops, institutes, seminars, or Union business. Such leaves of absence for all Employees shall not exceed an aggregate of thirty-five (35) working days per calendar year. Wherever possible, such requests for the aforementioned leaves of absence shall be made in writing five (5) weeks in advance. It is understood that such leaves of absence will not be unreasonably denied.

Notwithstanding the foregoing, if an Employee(s) is appointed or elected to any position with the United Nurses of Alberta, that Employee(s) will not be limited to thirty-five (35) working days per calendar year for unpaid leave of absence. The duration and the terms of the absence will be mutually agreed to by the parties at the time of application for such leave.

- (b) The Employer shall recognize the Negotiating Committee of two (2) Employees for the purpose of negotiating renewal agreements with the Employer and such leaves of absence shall not be unreasonably denied.
- (c) All such leaves shall be without pay.
- 5.07 Executive or other duly accredited Officers of the United Nurses of Alberta may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, age, physical disability, mental disability, family status, place of origin, ancestry or source of income nor by reason of membership or non-membership or activity or non-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 preferences based on a bona fide occupational requirement.

## **ARTICLE 7: HOURS OF WORK**

### 7.01 *Regular Hours of Work*

Regular hours of work for Full-time Employees, exclusive of meal periods, shall be:

- (a) Seven and one-half (7 1/2) consecutive hours per day,

- (b) Thirty-seven and one-half (37 1/2) hours per week.

#### 7.02 *Meal and Rest Periods*

- (a) Regular hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each workday of seven and one-half (7 1/2) hours; and
  - (ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each Shift of not less than three and three-quarters (3 3/4) hours. Scheduling of rest periods shall commence during each Shift. The Employer will endeavour to schedule rest periods as close as possible to the middle of the Shift subject to operational requirements; and
  - (iii) exclude an unpaid meal period of a minimum of thirty (30) minutes, or up to a maximum of sixty (60) minutes as scheduled by the Employer during each workday where the Employee works in excess of more than five (5) consecutive hours unless otherwise mutually agreed between the Employer and the Employee. The Employer shall endeavour to schedule meal periods between the hours of 1100 and 1400 hours for lunch and between the hours of 1600 and 1900 hours for dinner.
  - (iv) include a fifteen (15) minute rest period after completion of two (2) hours of overtime actually worked (excluding travel time).
- (b) If an Employee is recalled to duty during their meal period or rest period, or is unable to take their meal period or rest period equivalent time off may be provided later during the Employee's scheduled hours, or where that is not possible, the Employee shall be paid as follows:
  - (i) for a rest period, at the overtime rate of two times (2X) their Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period or portion thereof, at the overtime rate of two times (2X) their Basic Rate of Pay.

#### 7.03 *Assignments*

The Employer shall endeavour to equitably distribute overnight mobiles and evening assignments for Registered Nurses over each twelve (12) week schedule as per Article 7.04(a) below, except where otherwise limited by each Employee's skill set and full-time equivalent (FTE).

7.04 *Schedule Posting*

- (a) Shift schedules shall be posted twelve (12) weeks in advance. Effective three (3) months post ratification, the Employer shall post a twelve (12) week schedule eight (8) weeks in advance of the actual week being worked. Completed and original schedules shall be available for Employees to view in a predetermined location in either hardcopy or digital format. Any changes made shall be recorded on the schedule, dated and initialed.
- (b) The Employer shall endeavour to minimize changes to the Shift schedules, however, the parties agree that changes may be required to meet operational requirements or as a result of staff absences. Where changes are required the Employer shall, where possible, make such changes by requesting Part-time Employees to voluntarily pick up additional hours or Shifts, or by utilizing Casual Employees, prior to changing any Employee's posted schedule.
- (c) When changes are made to an Employee's scheduled hours of work without fourteen (14) calendar days' notice the Employee shall be paid for all hours worked on such days pursuant to Article 8.01(b).
- (d) When changes are made to an Employee's scheduled day(s) of rest without fourteen (14) calendar days' notice the Employee shall be paid for all hours worked on such days pursuant to Article 8.01(b).
- (e) Employees shall be advised of Shift schedule changes with as much notice as possible and such changes shall be recorded on the Shift schedule. Notification of schedule changes must be provided and acknowledged in writing.
- (f) The Employer shall provide the Union with a copy of each schedule upon request.

Article 7.04(a) and (c) above shall not apply when Part-time Employees exchange Shifts, or pick-up additional hours or additional Shifts pursuant to Article 31.02(c).

7.05 *Schedule Requirements*

- (a) Subject to Article 7.04(a), work schedules shall provide for:
  - (i) at least ten (10) hours off duty between the cessation of work on one (1) day and the commencement of work on the next day;
  - (ii) two (2) consecutive days of rest without pay;
  - (iii) days of rest on as many weekends as possible but not less than two (2) weekends in a four (4) week period. Weekend shall mean Saturday and the following Sunday;
  - (iv) not more than six (6) consecutive scheduled days of work.

- (b) When an Employee is required to work with less than ten (10) hours off between workdays, they shall be paid at the overtime rate of two times (2X) their Basic Rate of Pay for all hours worked during the ten (10) hour period.

7.06 *Employee Shift Exchange/Give Away*

- (a) Employees may exchange or give away scheduled hours of work among themselves, provided that:
  - (i) the exchange or the give away is agreed to, in writing, between the affected Employees and a copy to the supervisor five (5) calendar days before the start of the Shift, unless otherwise agreed by the Employer.
  - (ii) Prior approval of such exchange or give away has been given by the Employee's immediate supervisor by initialing the request made under Article 7.06(a)(i).
  - (iii) There is no increased cost to the Employer as a result of the exchange or Shift give away.
- (b) Such exchange or give away shall be recorded on the work schedule by the Employer.
- (c) Such exchange or give away shall not be deemed a violation of the scheduling provisions of this Article.

7.07 *Reporting Pay*

- (a) In the event that an Employee reports for work as scheduled and is requested by the Employer to leave and then return to work later, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee's Basic Rate of Pay.
- (b) In the event of a clinic cancellation or change to clinic hours beyond the Employer's control which necessitates a change to the scheduled hours of work of an Employee, the Employee will be paid in accordance with the provisions of Article 7.07(a).

7.08 Employees shall be aware that in the course of their regular duties they may be required to work:

- (a) various hours throughout the twenty-four (24) hour period in a day and seven (7) days of the week, and
- (b) out-of-town on mobile clinics which may include overnight stays for one (1) or more nights.

- 7.09 The Employer and the Local Employee committee shall conduct periodic review of work schedules as required with a view to improving them.

**ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7 1/2) hours per day or on scheduled days of rest.
- (b) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.
- (c) The Employer shall designate an individual 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.
- (d) Overtime hours worked may be banked, for the purpose of compensating time off, to a maximum of thirty-seven and one-half (37 1/2) hours. Requests to bank overtime hours must be indicated on the Employee's personal time sheet by the Employee before the end of the fourteen (14) day pay period in which the overtime hours were worked, otherwise it shall be paid. All banked overtime in excess of thirty-seven and one-half (37 1/2) hours will be automatically paid out. Banked time off not taken by March 31<sup>st</sup> of each year shall be paid out, unless otherwise mutually agreed. Compensating time off in lieu of pay for overtime worked by an Employee shall be granted by the Employer at the appropriate overtime rate, upon the written request of the Employee, if operational requirements permit. Where an Employee requests time off in lieu of pay for overtime worked in writing, the Employer shall reply in writing to the Employee within fourteen (14) working days of receipt indicating approval or disapproval.
- 8.02 Rest periods and meal periods shall be scheduled in accordance with Article 7.02(a).

**ARTICLE 9: ON-CALL DUTY/CALLBACK**

- 9.01 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 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 7.04(a).

- 9.03 (a) The Employer agrees to pay the following rates for each hour of on-call duty to which an Employee is assigned:
- (i) Three dollars and thirty cents (\$3.30) when such duty falls on a normal workday.
  - (ii) Four dollars and fifty cents (\$4.50) when such duty falls on a scheduled day of rest or a Named Holiday.

A Named Holiday or scheduled day of rest shall run from 0001 hours on the Named Holiday or scheduled day of rest to 2400 hours of the same day.

- (b) In addition to receiving payment for the Named Holiday, an Employee, who is on-call and is called back to duty on the Named Holiday, shall be given compensating time off for actual hours worked on each call back at their Basic Rate of Pay within thirty (30) days or at a mutually agreeable time, in addition to the premiums specified in Article 9.04. Except for on-call pay which shall not be paid, the provisions of the preceding sentence shall likewise apply to any Employee, who although not on on-call duty, is called back for duty on a Named Holiday.
- 9.04 (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 paid for all hours worked during the on-call period or for two (2) hours, whichever is longer, at two times (2X) the Basic Rate of Pay. An Employee called back to duty will be permitted to leave the Centre/Satellite Site 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 the Centre/Satellite Site following completion of the work required on the initial call, shall be considered one call for the purpose of determining the call-back pay.
- (b) Those Employees called back to duty who are not "on-call" will receive two times (2X) their Basic Rate of Pay for a minimum of two (2) hours or for all hours worked, whichever is greater.
- 9.05 (a) Wherever possible, one (1) Employee shall be assigned to on-call duty for the entire weekend and/or Named Holiday weekend.
- (b) Except in cases of emergency, or by mutual agreement between the Employer and the Employee, the Employee shall not be assigned on-call more frequently than one (1) weekend in a three (3) week period.
- (c) The Employer shall endeavour to distribute "on-call" assignments over weekends and/or Named Holiday weekends on an equitable basis.

- (d) Except by mutual agreement between the Employer and the Employee, an Employee shall not be assigned on-call duty on days of rest which are adjacent to or between time granted off for vacation or time off in lieu of overtime.
- 9.06 When an Employee is required to be on-call and there is a paging system used by the Employer, the Employee shall be supplied with a pager at no cost. The pager shall remain the property of the Employer.
- 9.07 Call back compensation pursuant to Article 9.04, other than on-call duty pay as provided in Article 9.03, may be taken by the Employee in pay or time off in accordance with the provisions of Article 8.01(d).
- 9.08 Employees may exchange “on-call” duty among themselves in accordance with Article 7.06.

#### **ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who is called back pursuant to the provisions of Article 9, shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be paid at the rate of fifty cents (50¢) per kilometre from the Employee’s residence to the site and return.
- 10.02 When an Employee arrives at the Employer designated muster point or is scheduled to return to the Employer designated muster point from a mobile clinic at 10:30 p.m. or later, the Employee shall be provided with transportation or reimbursement for the cost of reasonable, necessary and substantiated transportation expense from the Employer designated muster point to their place of residence. This Article shall not apply if the Employee has their own mode of transportation.
- 10.03 When an Employee is assigned duties necessitating the use of their automobile, the Employee shall be reimbursed pursuant to Article 10.01.
- 10.04 Travel time shall mean all travel authorized by the Employer for Employees on the Employer’s business, including:
- (a) In the case of daily mobile clinics, the transportation time from the Employer designated muster point to the clinic, between clinics, and return;
  - (b) In the case of an overnight mobile clinic, the transportation time from the Blood Employer designated muster point to the place of lodging, from the place of lodging to the clinic and return to the place of lodging, and from the place of lodging to the Employer designated muster point at the end of the tour;
- and shall be considered as paid time and will be credited to the daily hours of work for each Employee who is assigned to mobile clinics.



- (c) For any other travel required by the Employer, excluding mobiles, travel time will include only time spent traveling from one (1) location to another (point of departure to destination including, one (1) hour of waiting time prior to scheduled departure and one (1) hour of waiting time after arrival at an airport). These hours shall be paid at straight time.

10.05 When an Employee becomes stranded due to a vehicle breakdown or inclement weather and is unable to return to the Employer designated muster point from an out of town mobile and no hotel accommodation can be provided, then that Employee shall be paid at one times (1X) their rate of pay for all hours waiting to commence the return trip to the Employer designated muster point. Regardless of whether hotel accommodation is provided, when an Employee is stranded they shall be compensated for all reasonable and necessary incidental expenses upon the completion of an expense claim supported by receipts.

#### **ARTICLE 11: PROBATIONARY PERIOD**

11.01 (a) A new Employee shall serve a probationary period of six hundred (600) 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 their probationary period.

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

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

11.03 The Employer shall provide a paid general orientation period for all new Employees.

#### **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) Where more than one (1) Regular or Temporary Employee commences employment on the same day, seniority ranking among those Employees shall be determined by their portability hours. The Employee having the highest number of portability hours shall receive a seniority date which shall be the same date as the date employment commenced. The Employee with the next highest portability hours will receive a seniority date that is the following date, and so on.

- (c) Continuous service within the bargaining unit shall include service with any Employer with a bargaining relationship with UNA provided that the Collective Agreement with that Employer contains a reciprocal clause and provided that there was no break in the Employee's service for longer than six (6) months.

Such seniority will be considered in accordance with Article 12.02, but shall have no impact upon the Employee obtaining an initial position subject to Article 14: Promotions, Transfers and Vacancies; the Employee's starting salary subject to Article 28: Recognition of Previous Experience; vacation entitlement subject to Article 17: Vacation and Holiday Pay; sick leave accrual subject to Article 19: Sick Leave, or severance.

Where an Employee claims previous service under Article 12.01(c), the Employee has the responsibility to provide proof satisfactory to the Union of such prior service, and the Union carries the responsibility for notifying the Employer of any resulting change in seniority date.

12.02 Seniority shall be considered in determining:

- (a) preference of vacation time in accordance with Article 17;
- (b) transfer and promotions in accordance with Article 14;
- (c) layoff and recall in accordance with Article 15.

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

- (a) when an Employee resigns from the Centre/Satellite Site;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work upon recall in accordance with Article 15.04(b);
- (d) when an Employee commences employment in an excluded position.

12.04 Except when an Employee temporarily replaces in an out-of-scope position, an Employee, entering the bargaining unit into a regular or temporary position from an excluded position when employment in that excluded position was contiguous with a previous period of employment within the bargaining unit, shall have their seniority adjusted so as to give the Employee credit only for hours worked in the bargaining unit.

12.05 (a) An updated seniority list shall be provided by the Employer to the Union by March 1<sup>st</sup> and September 1<sup>st</sup> of any year. The seniority list shall contain the name of each Employee and their seniority date in descending order of seniority. The Union may question any inaccuracy within thirty (30) calendar

days of receiving such list. Where the matter is not resolved within ten (10) working days, a grievance may be initiated in accordance with Article 33.05(c).

- (b) When a dispute arises with respect to promotions, transfers, vacancies, layoffs and annual vacation under this Collective Agreement, a seniority list shall be given to an Executive of the Local within two (2) working days of the Union's written request.

### **ARTICLE 13: EVALUATIONS**

- 13.01 (a) Each Employee shall receive a yearly evaluation in writing prepared by a member of management. Where an Employee's overall performance rating is unsatisfactory/requires improvement, the performance appraisal interview will be completed by a member of management.
- (b) Evaluations shall be for the purpose of evaluating and reviewing the Employee's job performance.
- 13.02 Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of their evaluation document. The contents of their personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign their 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 five (5) working days of the interview and their reply shall be placed on their personnel file.
- 13.03 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file in the presence of a member of management once every six (6) calendar months and, in addition, when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) If requested, an Employee shall be given a copy of the contents of their personnel file forthwith following examination of its contents pursuant to Article 13.03(a) above. The reasonable cost of copying shall be borne by the Employee.
- 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. For the purpose of this Article the word "Employer" shall include the Employer's counsel.

### **ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES**

- 14.01 (a) The Employer shall post notices of vacancies electronically for full-time and part-time positions within the bargaining unit not less than ten (10) calendar

days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting. All postings shall have a closing date which shall not be a Saturday, Sunday or Named Holiday.

- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointments shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall specify the weekly hours averaged over a twelve (12) week cycle.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding four (4) months' duration; or
  - (ii) a leave of absence granted for a period known to be longer than four (4) months;

shall be posted except where the Employer chooses not to fill such vacancy.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, they shall be returned to their former position.
- (c) Where an Employee's term in a temporary position is extended, the Employer shall copy the letter of extension to the President of the Union Local.
- (d) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in 14.02(a) the Employer decides that the incumbent Employee is no longer required to continue in that position, they shall be reinstated to casual status.
- (e) Regular Part-time Employees filling temporary full-time positions or Regular Part-time Employees who are transferred to term positions shall maintain their employment status and Staff Benefit Plans referred to in Article 31.11.

14.03 Applications pursuant to Article 14.01(a) and Article 14.02(a) shall be made to the Employer via the Employer's electronic application tool.

14.04 In making promotions, transfers and filling vacancies, the determining factors shall be skill, knowledge, efficiency, experience and other attributes relevant to the job. Where

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

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes and when these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee with the highest number of accumulated hours worked within the bargaining unit.

- 14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted electronically and shall remain posted for not less than five (5) working days.
- 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 new salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employees' present classification and the beginning rate of the classification to which they have been promoted.
- 14.07 An Employee's anniversary date, for the purpose of future annual increments, shall be changed to the date of promotion.
- 14.08 A promotion is an advancement from a position classification in a lower pay range to a position classification in a higher pay range, both positions being in this bargaining unit.
- 14.09 The salary of an Employee who transfers to a lower paying classification will be adjusted to the same step level in the scale which the Employee occupied immediately prior to their transfer.
- 14.10
- (a) The transferred or promoted Employee will be given a trial period of three hundred and seventy-five (375) hours in which to demonstrate their ability to perform the new assignment satisfactorily. The Employer may extend the trial period by an additional three hundred and seventy-five (375) hours provided the Employee is notified in writing.
  - (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
  - (c) Should the Employee or the Employer determine there was a failure to succeed during the trial period, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which they would be entitled had they remained in their former position.
  - (d) When the Employer reinstates an Employee in their 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 14.10(c) shall not be construed as a violation of the scheduling provisions of Article 7.

14.11 At the time of hire, transfer, or change of hours, an Employee shall receive a letter which shall include the following:

- (a) category (regular, temporary, or casual);
- (b) classification;
- (c) full-time equivalency (hours per week averaged over a twelve (12) week cycle);
- (d) date of hire or transfer;
- (e) increment level; and
- (f) benefit eligibility.

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

#### **ARTICLE 15: LAYOFF AND RECALL**

- 15.01 (a) In the case of a reduction in the work force, the Employer will notify Employees who are to be laid off twenty-eight (28) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the twenty-eight (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. If the Employee laid off has not been provided the opportunity to work their regular scheduled hours during the twenty-eight (28) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available. Where the layoff results from an act of God, fire or flood, the affected Employees shall receive pay for the days when work was not available up to a maximum of four (4) weeks pay in lieu of notice.
- (b) Should the Employer introduce technology change and if such change will result in the layoff of an Employee in the bargaining unit, the Employer will notify the Union as far in advance as possible and meet with the Union prior to implementing such layoff. Such meeting shall take place within twenty (20) working days from the date of notice by the Employer to the Union. Following the twenty (20) day period layoff shall be implemented in accordance with Article 15.01(a).

- (c) Should a permanent Employee be laid off, the Employer will meet with the Union prior to implementing such layoffs to discuss Union concerns.
- 15.02
  - (a) Subject to the provisions of Article 15.02(b), layoff shall occur in reverse order of seniority.
  - (b) The Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.02(a) would result in retaining Employees who do not have the ability to perform the work.
- 15.03
  - (a) Where the Employee's position has been eliminated, the Employer shall place the Employee in a vacant position for which the Employee has the ability to perform the work, or if such is not available, the Employer shall effect a layoff in accordance with Articles 15.01 and 15.02 and place the more senior Employee in the resultant vacant position.
  - (b) The Employer shall eliminate the position of the most junior Employee within the category of position (i.e. full-time, part-time and temporary) where the position elimination is to occur.
- 15.04
  - (a) When increasing the work force, recall shall be carried out in order of seniority provided the Employee has the ability to perform the available work.
  - (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence in the Employer's records. The Employee so notified shall return to work as soon as possible but not later than five (5) working days following the date of the telephone call or the date the registered letter was received. If the Employee does not report within this five (5) working day period, or if in the case of a registered letter such registered letter is returned to the addressee (the Employer), the recall shall be deemed to have been carried out and henceforth such Employee shall have lost the right to be recalled.
- 15.05
  - (a) Upon request of the Employee in writing, the Employer shall continue to make payment for its share of the premium of the benefits the Employee is enrolled in on behalf of a laid off Employee for a maximum of one (1) month. The Employee must pay their share prior to being laid off.
  - (b) In the case of layoff in excess of one (1) month's duration, the Employee may make arrangements for the payment of the full premiums for applicable Employee benefit plans contained in Article 21 that the Employee is currently participating in, subject to the insurer's requirements.
- 15.06 In the case of layoffs in excess of one (1) month, the Employee shall cease to accrue all benefits and rights provided by this Collective Agreement with the exception of seniority, discipline, grievance and Arbitration rights and benefits arising under this Article. The Employee's increment date shall also be adjusted by the same amount of

time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

- 15.07 No new Employees will be hired while there are other Employees on layoff who are capable of and willing to perform the available work.
- 15.08 The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7, 9 and 14.
- 15.09 Rights to recall shall continue until the Employee has been recalled to a position where their regular work hours have been reinstated or upon the expiry of twelve (12) months following layoff, whichever occurs first. An Employee's right to recall shall cease where the Employee is offered reinstatement to a position consisting of their regular work hours, and the Employee declines such recall.
- 15.10 *Severance*

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 Layoff with Recall rights as specified in Article 15 or may elect to receive a severance payment of two (2) weeks of regular earnings per year of service, to a maximum of forty (40) weeks. Regular earnings for Regular Part-time Employees shall be based on the Employee's average regular weekly earnings in the twenty-six (26) weeks immediately preceding the layoff. The employment of an Employee who elects severance shall be terminated with no further rights of recall.

## **ARTICLE 16: CHARGE AND REPLACEMENT PAY**

- 16.01 *Charge Pay*
- (a) When an Employee is designated in charge of a clinic, such Employee shall be paid an additional two dollars (\$2.00) per hour for all hours worked during such assignment.
  - (b) The Employer shall provide an initial orientation of at least one (1) full day prior to assigning the Employee in charge and subsequent reorientation as appropriate.
  - (c) The Employer shall create a roster of Employees who are oriented, interested, and are willing to perform alternate charge duties. When scheduling alternate charge duties, Employees from the roster shall be assigned whenever possible at no increased cost to the Employer. Only Employees who have been oriented to alternate charge duties shall be assigned alternate charge duties.



16.02 *Replacement Pay*

When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) workday or longer, they shall be paid an additional two dollars (\$2.00) per hour for all hours worked during such assignment.

**ARTICLE 17: VACATIONS WITH PAY**

17.01 (a) “Vacation” means annual vacation with pay.

(b) “Vacation year” means the twelve (12) calendar month period commencing on the first day of April and ending on the last day of March of the following year.

17.02 *Vacation Entitlement*

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

(i) during the first (1<sup>st</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;

(ii) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days;

(iii) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;

(iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

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

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

(c) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (iv) Upon reaching the employment anniversary of forty (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 forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

17.03 *Time of Vacation*

- (a) Employees may draw vacation days in advance not to exceed entitlement for the current vacation year.
- (b) Provision to request approval to defer annual vacation is made to meet the exigencies of the service only. The only exceptions to this regulation are as follows:
  - (i) Employees employed subsequent to December 31<sup>st</sup> in any year - annual vacation may not be granted during probation periods.
  - (ii) Employees who have completed four (4) years or more of continuous service - Employees qualifying may request deferment at intervals of not less than three (3) years.
  - (iii) Vacation time up to five (5) days may be deferred when an Employee changes FTE status with mutual agreement and shall not be unreasonably denied.
- (c) Requests to defer annual vacation are to be submitted for review no later than January 1<sup>st</sup> in any year. If approved, such leave is to be completed prior to January 1<sup>st</sup> of the following year. It may not be combined with annual vacation earned in that year, except with the approval of the Employer.
- (d) Vacations may be divided.

- 17.04 (a) (i) Employees requesting to take vacation between April 1<sup>st</sup> and May 31<sup>st</sup> will submit such requests in writing by December 1<sup>st</sup>. Approval of such vacation will be given by December 15<sup>th</sup>.
- (ii) Employees requesting to take vacation between June 1<sup>st</sup> and March 31<sup>st</sup> of the following year, shall submit the requests by February 1<sup>st</sup>. The Employer shall indicate approval or disapproval of that vacation requests by February 28<sup>th</sup> of that year.
- (iii) The Employer shall provide guidance as to the reasonable number of Employees in each area as determined by the Employer, who can be granted vacation at the same time.
- (iv) Once posted these dates cannot be changed without the mutual consent of the Employer and the Employee.
- (b) An Employee shall not be scheduled to work on the Saturday or Sunday immediately before, during and after an Employee's scheduled vacation.

17.05 Where, in respect of any period of vacation, an Employee:

- (a) is granted bereavement leave, or
- (b) is granted sick leave which would confine the Employee for a duration of more than four (4) days, and upon submission of a medical certificate as proof of such illness, or
- (c) is granted other leave of absence,

the period of vacation so displaced shall either be added to the vacation period requested by the Employee and approved by the Employer or reinstated for use at a later date.

17.06 *Vacation Pay on Termination*

- (a) Employees terminating their employment before the completion of any month of service will have their vacation entitlement for that month pro-rated.
- (b) If an Employee terminates their employment prior to completing the service requirement of vacation days taken in advance pursuant to Article 17.03(a), an appropriate deduction shall be made at their current Basic Rate of Pay from their final pay cheque.
- (c) Pay for earned but unused vacation shall be paid to an Employee on their last day of employment at their current Basic Rate of Pay provided that the Employee gives twenty-eight (28) calendar days written notice of termination. If proper notice of termination is not given, the Employee will be paid as soon as possible after their termination, however, payment shall be made in

accordance with the Employment Standards Code of Alberta, provided however that the Employer may waive this clause if termination is due to illness or other causes which are acceptable to the Employer.

#### **ARTICLE 18: NAMED HOLIDAYS**

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

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

one-half (1/2) day for Christmas Eve and one-half (1/2) day for New Years Eve; and any day proclaimed to be a holiday by:

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

Further, any one (1) day proclaimed by the Government of the Municipality to be a civic holiday for general observance by the municipal community in which the Centre/Satellite Site is located.

The Employer shall have the option of combining the half (1/2) day on Christmas Eve and the half (1/2) day on New Year's Eve into one (1) full paid holiday to be observed on either day. The other day shall then not be treated as a Named Holiday.

- (b) In addition to the foregoing Named Holidays, Regular Full-time Employees, who are employed on or before July 1 in any year shall be granted an additional holiday as a Float Holiday in that year. Such holiday shall be requested in writing by the Employee and shall be scheduled at a time mutually agreed upon by the Employer and Employee. The Float Holiday must be taken prior to utilizing any annual vacation leave. Employees who terminate and have not taken the float are not entitled to payment in lieu.

18.02 An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay plus:

- (a) an alternate day off with regular pay at a mutually agreed time; or
- (b) by mutual agreement, a day with regular pay may be added to the Employee's next annual vacation; or

- (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

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

- (a) work their 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 a holiday when scheduled or required to do so.

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 18.02 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 18.02.

- 18.06 (a) Should the Employer require Employees to work on Named Holidays, such work shall be distributed on an equitable basis.
- (b) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for day(s) of rest on the immediately adjacent weekend shall be granted, where possible, the Named Holiday off duty.

#### **ARTICLE 19: SICK LEAVE**

- 19.01 (a) The sick leave plan herewith presented provides for continuation of payment of salary as set forth in the table of credits outlined in this plan to Employees who are absent due to bona fide illness. Its purpose is to ensure insofar as is reasonable and just that the Employee shall not be deprived of income while absent due to illness. Credits are established on the basis of length of service and are cumulative. No contributions are required from the Employee.
- (b) (i) Sick leave shall be granted for complications which may arise from a pregnancy and shall be granted before and/or after completion of a maternity leave as granted under Article 22.02.
- (ii) Sick leave shall be granted during maternity leave for valid health-related absences due to pregnancy if supported by a medical certificate.
- (iii) Unless otherwise provided in this Collective Agreement, sick leave shall not be granted during any leave of absence, nor for any intentionally self-inflicted illness or injury.

- (c) The Employer recognizes that alcoholism, drug addiction, and mental illnesses 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 All Regular Full-time and Part-time Employees and Regular Full-time and Part-time probationary Employees are eligible for benefits provided under this plan.

19.03 The Employee must observe all of the following regulations to obtain the benefits available:

- (a) advise their manager or designate of illness or accident on the first day of disability, except in case of extenuating circumstances;
- (b) upon the request of the Employer, submit satisfactory proof of illness or accident from a qualified medical practitioner,
- (c) where the Employer requires completion of an Employer treatment provided form, the Employer shall reimburse the Employee for the full cost.
- (d) report to the Employer any change in place of residence or address during disability;
- (e) An Employee, who must leave work prior to the completion of the workday due to illness, must notify the manager/supervisor or designate of such prior to leaving the work site.
- (f) Employees who become sick on overnight mobiles must report their illness to the supervisor/designate in charge of the clinic. Should their illness require the Employee to return to the Centre/Satellite Site all scheduled hours not worked and travel time shall be paid from their sick leave bank at their basic hourly rate.

19.04 The amount of credit an Employee has at a particular date is based on the Employee's length of continuous service in completed years to that date, less any benefits that the Employee has received in the previous five (5) year period.

For Regular Part Time Employees on April 14, 2008 continuous service shall be determined from April 14, 2008 onward.

- 19.05 Based on continuous service, sick leave credits will accrue to each Employee as listed below:

| <b>LENGTH OF SERVICE</b>   | <b>100 % SALARY</b> | <b>75 % SALARY</b> | <b>66 2/3% SALARY</b> |
|--|---------------------|--------------------|-----------------------|
| On the first calendar day after three (3) months continuous service has been completed | 5 days              | 5 days             | 65 days               |
| 1 year   | 10 days             | 20 days            | 45 days               |
| 2 years  | 15 days             | 35 days            | 25 days               |
| 3 years  | 20 days             | 50 days            | 5 days                |
| 4 years  | 25 days             | 65 days            |                       |
| 5 years  | 30 days             | 80 days            |                       |
| 6 years  | 35 days             | 95 days            |                       |
| 7 years  | 40 days             | 110 days           |                       |
| 8 years  | 45 days             | 125 days           |                       |
| 9 years  | 50 days             | 140 days           |                       |
| 10 years   | 55 days             | 155 days           |                       |
| 11 years   | 60 days             | 170 days           |                       |
| 12 years   | 65 days             | 185 days           |                       |
| 13 years   | 70 days             | 190 days           |                       |
| 14 years   | 75 days             | 185 days           |                       |
| 15 years   | 80 days             | 180 days           |                       |
| 16 years   | 85 days             | 175 days           |                       |
| 17 years   | 90 days             | 170 days           |                       |
| 18 years   | 95 days             | 165 days           |                       |
| 19 years   | 100 days            | 160 days           |                       |
| 20 years   | 105 days            | 155 days           |                       |
| 21 years   | 110 days            | 150 days           |                       |
| 22 years   | 115 days            | 145 days           |                       |
| 23 years   | 120 days            | 140 days           |                       |
| 24 years   | 125 days            | 135 days           |                       |
| 25 years   | 130 days            | 130 days           |                       |

A Regular Part-time Employee shall be entitled to sick leave credits in direct relation to their FTE compared to that of a Full-time Employee. There shall be no prorating of years of service.

- 19.06 Where an Employee at the time sick leave commences, through earlier use of sick leave credits, has less than fifteen (15) weeks of credit in their sick leave bank, additional sick leave will be provided, if required, in order to bring the total period available to fifteen (15) weeks of sick leave at not less than 66 2/3% pay.
- 19.07 When an Employee returns to active employment following a period of sick leave as provided under Article 19.06 above, credits up to a maximum of fifteen (15) weeks at 66 2/3% pay will again be made available after the following intervals:

- (a) one (1) month after return to active employment in the case of a new disability; and
- (b) three (3) months after return to active employment in the case of a recurrence of the same disability.

19.08 For Regular Part-time Employees, payment from sick leave banks will be made based on posted scheduled hours of work only for days on which Employees are required to work but cannot attend due to illness. If the Employee's illness continues beyond their posted scheduled hours of work (i.e., no further work is scheduled for the Employee in the meantime because of their illness), payment per day from the sick leave banks will be based on the average number of hours worked per day by the Employee rounded to the nearest hour in the two (2) calendar week period immediately preceding their sick absence.

$$\frac{\text{(hours worked in two (2) week period)}}{\text{number of days worked}}$$

- 19.09 (a) When an Employee is required by their attending physician to travel for the purpose of medical referral and/or treatment to a recognized institution the Employee shall be allowed to utilize up to two (2) days of their accumulated sick leave credits for such travel.
- (b) Regular Full-time Employees will be allowed leave of absence with pay to a maximum of twenty-two point five (22.5) hours per annum to attend optical, medical, and dental appointments when such appointments cannot be arranged outside of working hours. Thereafter such leaves shall be without pay. Employees will be required to give four (4) weeks advance notice in writing except in extenuating circumstances and may be required to submit satisfactory proof of such appointments.

This shall apply to Regular Part-time and Temporary Employees on a pro rata basis.

19.10 An Employee who has been receiving Long Term Disability benefits and who is able to return to work shall provide the Employer with reasonable written notice of readiness to return to work. Upon return to duty the Employee shall be reinstated in the same or a similar position they held immediately prior to being placed on LTD at not less than the same step in the pay scale and they shall be credited with sick leave and vacation entitlement that accrued prior to their disability.

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

19.12 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due thereafter.



- 19.13 Upon the request of the Employee, but not more frequently than quarterly, the Employer shall advise an Employee each year of their accrued sick leave credits.
- 19.14 Sick leave credits shall not accumulate during periods of illness or injury.

## **ARTICLE 20: WORKERS' COMPENSATION**

- 20.01 (a) 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 their regular base salary from the Employer, less regular deductions, provided the Employee assigns over to the Employer their compensation payments due from the Workers' Compensation Board for time lost as a result of the accident.
- (b) An Employee who elects not to assign their Workers' Compensation payments to the Employer may make prior arrangements for the pre-payment of their portion of the premium of any contributory health benefit plans they are participating in immediately prior to going on Workers' Compensation leave of absence.
- 20.02 Should the Employee's claim be disallowed by the Workers' Compensation Board, then any monies paid by the Employer shall be either charged against the Employee's accumulated sick leave credits, or if the Employee has no sick leave credits, the amount so paid shall be recovered from the Employee over a reasonable period of time.
- 20.03 An Employee who is absent on a Workers' Compensation claim will not accrue annual vacation, sick leave and will not be entitled to designated Named Holidays with pay during the entire period of absence nor will they be entitled to salary increments. However, service credits for the purpose of calculating future vacation entitlement and salary increments will continue to accrue during such absence.
- 20.04 An Employee shall lose their seniority and employment on the date as of which their physician certifies the Employee fit to return to work and the Employee fails to do so where such work is available, or, in the case of Employees who are hired for a definite term of employment, upon expiration of such term, whichever occurs first. An Employee after two (2) years of absence on Workers' Compensation may lose their seniority and employment.
- 20.05 Provided the Employee is not seriously disabled, all accidents must be reported immediately to the Employee's manager or their designate.
- 20.06 An Employee who has been receiving Workers' Compensation benefits and who is able to perform the duties of their former position shall provide the Employer with reasonable advance notice of readiness to return to work. Upon return to duty the Employee shall be reinstated in the same position they held immediately prior to the disability. This Article does not prevent the Employer from reinstating the Employee to appropriate duties sooner, if medically cleared to return.

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

## **ARTICLE 21: BENEFITS PROGRAM**

21.01 The Employer agrees that during the lifetime of this Agreement it shall continue to provide Employee coverage on the following Health and Employee Benefit Plans, to the same extent and subject to the same eligibility requirements and rules and regulations of these plans, and on the same cost-sharing basis, as are at present being enjoyed by them:

- (a) Alberta Health Care Insurance Plan - 100% Employer-paid.
- (b) Extended Health Care Benefits (inclusive of existing CBS Vision Care) - 100% Employer-paid.
- (c) Dental Plan – 66 2/3% Employer-paid: 33 1/3% Employee-paid. Major Restorative Services – 50% reimbursement per covered person to a maximum amount of fifteen hundred dollars (\$1,500) per calendar year.
- (d) Basic Group Life Insurance - 100% Employee paid.
- (e) Basic Accidental Death and Dismemberment Insurance - 100% Employer paid.
- (f) Long Term Disability Plan – 66 2/3% Employer paid and 33 1/3% Employee paid.

21.02 The Employer shall continue to provide Employees with electronic information brochures outlining the terms, conditions and coverages of the Staff Benefit Plans.

21.03 The Employer may at any time substitute another carrier(s) to underwrite such Benefit Plans, provided that the benefits to Employees under these plans are not in any way reduced.

21.04 In the event of a strike, the Employer will maintain benefit plans as per Provincial Legislation.

## **ARTICLE 22: LEAVES OF ABSENCE**

22.01 *Bereavement Leave*

- (a) Upon request an Employee shall be granted reasonable leave of absence in the event of the death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian, fiancé, niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationships. 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.

- (b) In the event of the 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.
- (c) Bereavement leave without loss of regular earnings may be extended by up to two (2) additional calendar days if required, due to travel.

#### 22.02 *Maternity Leave*

- (a) An Employee who has completed their probationary period shall, upon written request two (2) weeks in advance, be granted maternity leave of fifteen (15) weeks, to become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as they may request. The Employer may require the Employee to take maternity leave when the Employee is unable to carry out their normal duties and where the Employee is not eligible for benefits under Articles 19 and 21.01(e).
- (b) Subject to the provisions of 19.01(b)(ii) maternity leave shall be without pay and benefits as set out under Article 22.08(c), (d), (e) and (f), except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is in receipt of EI Benefits or LTD and has sick days available in their sick bank. Maternity leave shall not exceed fifteen (15) weeks. Employees who wish to continue with their benefit program may apply under Article 22.08(c). The Employer shall provide the Employee with information regarding the "Maternity Leave Supplementary Employment Insurance Benefits".
- (c) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work. The Employer will reinstate the Employee in the same position held immediately prior to taking leave or provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and reinstate sick leave and vacation entitlements that accrued to the Employee to the date they commenced the leave.
- (d) Parental leave of up to thirty-seven (37) weeks requested by the mother must commence immediately following the end of the maternity of fifteen (15) weeks and application for parental leave must be made at the same time as the application for maternity leave.

#### 22.03 *Adoption/Parental Leave*

- (a) An Employee who has completed their probationary period shall, upon written request, six (6) weeks in advance (except if (b) applies), be granted adoption/parental leave without pay and benefits of up to sixty-two (62)

consecutive weeks. Employees who wish to continue with their benefits program may apply under Article 22.08(c).

- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) If both the mother and father are employed by the Centre, the Employees may share the adoption/parental leave. However, only one (1) Employee may be on such leave at any given time.
- (d) The provisions of Article 22.08(c), (d), (e) and (f) shall be applicable to all Employees who are on adoption/parental leave.

#### 22.04 *Education Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence without pay for educational purposes directly related to the Employee's employment, shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such leave.
- (b) During an Employee's educational leave they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave. Work as a Casual Employee will be made available at the discretion of the Employer.

#### 22.05 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law for jury selection as a member of a jury, or as a subpoenaed witness in matters arising out of their employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled workday(s) so missed;
  - (ii) be paid at an amount equal to their average daily earnings at the Basic Rate of Pay to a maximum of seven and one-half (7 1/2) 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;
  - (iii) advise the Employer upon receipt of notification of the date(s) requiring the Employee's attendance;
  - (iv) if requested, provide proof of such attendance to the Employer.

- (b) In the event an Employee is scheduled to work on the evening(s) of the day(s) they are called as a juror, or witness in matters arising out of their employment with the Employer, the Employee shall be granted a leave of absence without pay for those scheduled hours.
- (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. The Employee shall advise the Employer upon receipt of notification of the date(s) requiring their attendance and provide proof if requested.

#### 22.06 *Citizenship Leave*

Upon written request, as far in advance as possible, an Employee shall be granted one (1) day off with pay to attend citizenship court to become a Canadian citizen. The Employee shall provide proof if requested.

#### 22.07 *Special Leave*

##### (a) *Personal Leave*

- (i) Each Employee shall be entitled to up to thirty (30) hours personal leave each fiscal year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such hours as far in advance as possible. These hours are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for personal leave shall not be unreasonably denied.
- (ii) If employment commences on or after August 1<sup>st</sup> of the fiscal year, personal leave hours will be prorated for the remainder of the fiscal year as follows:
  - (A) August 1<sup>st</sup> – November 30<sup>th</sup>: twenty-two point five (22.5) personal leave hours
  - (B) December 1<sup>st</sup> – March 31<sup>st</sup>: fifteen (15) personal leave hours

##### (b) *Terminal Care Leave*

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

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

22.08 *General Policies Governing Leaves of Absence*

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (b) Unless otherwise stated in this Article all applications for leave of absence shall be made in writing to the Employer four (4) weeks in advance except in extenuating circumstances, in order that staff substitutions may be arranged. Applications shall indicate the date of departure and return.
- (c) In the case of leave of absence without pay of more than one (1) month's duration, LTD coverage ends on the date the leave begins. Other benefits may be maintained for up to twelve (12) months, provided the Employee makes full payment of the premium cost, including the Employer's portion if applicable.
- (d) With the exception of leave of absence for Union business, in the case of leaves of absence without pay in excess of one (1) month, Employees shall cease to accrue sick leave, annual vacation and service credits. The Employee's increment date shall also be adjusted by the same amount of time as the leave of absence.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during any period of leave of absence without pay.
- (f) Contributions to the Canadian Blood Services Pension Plan by the Employer and the Employee shall be in accordance with the rules and regulations under the Plan.

22.09 Employees returning from a leave of absence shall be placed by the Employer in the position formerly held if such is available, or the Employee shall have the option to be placed in an alternate position at their site. If neither of these options are available the provision of Article 15 will apply.

**ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION**

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the President of the Union or their designate within ten (10) working days of the date the Employer first became aware of or reasonably should have become aware of the occurrence of the act. The time limit specified shall not include Saturdays, Sundays or Named Holidays and may be extended by mutual agreement.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered in 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 President of the Union or their designate within ten (10) working 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 the said period should the Employee's performance so warrant.
- 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 to the President of the Union or their designate forthwith and in any event not later than five (5) working days of the action being taken. The action of the suspension or dismissal shall be within ten (10) working 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 (a) An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 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 Prior to any disciplinary action being taken, the Employer shall schedule a disciplinary discussion with the Employee by giving advance notice which shall not be less than twenty-four (24) hours. At the time of scheduling, the Employee shall be advised that they may be accompanied by a representative of the Union and shall be advised of the purpose of the meeting.
- 23.07 An Employee absent in excess of two (2) working days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

23.09 Twenty-eight (28) calendar days' notice in writing shall be given by the Employee resigning from the Centre.

23.10 Vacation pay on termination shall be paid in accordance with Article 17.06(c).

#### **ARTICLE 24: MATERNITY/PARENTAL/ADOPTION SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)**

Employees commencing maternity or parental/adoption leave will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to Regular Full-time and Regular Part-time Employees.

Eligible Employee shall mean an Employee who has completed at least thirteen (13) weeks of employment prior to commencing their maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

##### Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks which is inclusive of the Alberta SUB plan (for the health-related portion of the maternity leave of absence) as set out under Article 22.02(b).

CBS will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for the waiting period required for maternity benefits under the Employment Insurance Act.

##### Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for this waiting period.

In instances where two (2) Employees share the parental/adoption leave and both are in receipt of EI parental benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.



### SEB Payment Calculation

SEB payments will be based on the regular weekly rate of pay in the Employee's home position.

The regular weekly rate of pay shall be determined by multiplying the Employee's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.

Regular weekly work hours for Regular Part-time Employees shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB Plan.

### **ARTICLE 25: NO STRIKE OR LOCKOUT**

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

### **ARTICLE 26: SALARIES**

26.01 Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the date specified therein.

- 26.02
- (a) 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 Employer shall establish a salary scale and give written notice of the same to the United Nurses of Alberta.
  - (b) If the Union fails to object, in writing, within thirty (30) calendar days in receipt of notice from the Employer, the assigned salary scale shall be considered as established.
  - (c) If the Union objects to the salary scale assigned by the Employer and, by negotiation, succeeds in effecting a change, the amended salary scale shall be retroactive to the date the new classification was implemented.
  - (d) Failing resolution of the difference by negotiation, the Union, within sixty (60) calendar days of receipt of the notice from the Employer, may refer the matter to Arbitration as provided in this Collective Agreement. An Arbitration Board in such a case shall have the power to establish rates of pay for the classification(s) in question.

26.03 Paydays will be established by the Employer, but in no event will Employees be paid less frequently than twice monthly.

**ARTICLE 27: ALLOWANCES**

27.01 *Educational Allowance*

Educational Allowances shall be:

|                                      | <b>Hourly Allowance</b> |
|--------------------------------------|-------------------------|
| Baccalaureate Degree (BScN, Nursing) | \$1.25                  |
| Master's Degree                      | \$1.50                  |
| Doctorate                            | \$1.75                  |

- (a) The Employee must provide proof of qualification acceptable to the Employer, and such qualification must be from an accredited post-secondary institution or equivalent. Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer.
- (b) An Employee shall be paid the hourly educational allowance on all hours worked. This allowance shall not form part of the Employee's basic hourly rate of pay.
- (c) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.

**ARTICLE 28: RECOGNITION OF PREVIOUS EXPERIENCE**

28.01 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 twelve (12) months, the Employer will recognize experience that is more than five (5) years old.

28.02 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 29: DIFFERENTIALS AND WEEKEND PREMIUM**

- 29.01 A differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to an Employee in respect of all hours worked where the majority of such hours composing their workday fall within the period of 1600 to 0700 hours.
- 29.02 A weekend differential of three dollars and twenty-five cents (\$3.25) per hour shall be paid to an Employee in respect of all hours worked on a Saturday or on a Sunday. A weekend shall mean the hours between 0001 hours Saturday and 2400 hours Sunday.
- 29.03 An Employee shall be paid both of the above differentials when applicable. Neither of the above differentials shall be considered part of the Employee's Basic Rate of Pay.

**ARTICLE 30: PENSION PLAN**

- 30.01 Employees who become eligible for pension plan participation and who elect or are required to participate in a pension plan, may participate in either the Canadian Blood Services Defined Benefit Pension Plan or the Canadian Blood Services Defined Contribution Plan, in accordance with the provisions of the plan selected by the Employee. The Employer will notify Employees when they become eligible to join the Pension Plan.
- 30.02 The Employer shall provide each Employee with an annual personal statement of account summarizing Employee contributions, pension entitlement, and any other information as may be required by legislation.
- 30.03 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.

**ARTICLE 31: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

- 31.01 *Applicability of Agreement*
- (a) Except as modified by this Article or otherwise stated, all other provisions of this Collective Agreement shall apply to Regular Part-time and Temporary Employees.
  - (b) Except as specified under this Article, the provisions of this Collective Agreement shall not apply to Casual Employees.
  - (c) A Temporary Employee shall not have the right to grieve the termination of their employment upon the expiry of the term for which the Employee was hired.
  - (d) A Casual Employee temporarily scheduled in accordance with Article 2.06 (d)(ii) or (iii) shall not have the right to grieve the termination of this arrangement upon the expiry of the term for which the Employee was hired.

31.02 *Hours of Work and Overtime*

Amend Article 7.01 to read:

- (a) Hours of work for a Regular Part-time or Temporary Part-time Employee, exclusive of meal periods, shall be as scheduled by the Employer but shall be normally less than thirty-seven and one-half (37 1/2) hours per week.
- (b) Regular Part-time or Temporary Part-time Employees may work full-time hours in circumstances such as vacation, sick leave, or absence from work by an Employee for any reason, and pursuant to Article 14.01(b).
- (c) The Employer shall offer Regular Part-time Employees additional hours that arise due to operational requirements before such hours are offered to Casual Employees. These additional hours shall not be construed as a violation of Article 7.04 of this Agreement.
- (d) The Employer shall not require an unwilling Employee to work additional hours where there are other Employees willing to do the work.
- (e) When a Regular Part-time or Temporary Part-time Employee is required to work additional hours which are not scheduled, and which are not designated as their scheduled day(s) of rest, the Employee shall be paid their Basic Rate of Pay for all hours worked up to seven and one-half (7 1/2) hours.

## 31.03 Amend Article 7.05(a) to read:

- 7.05 (a) For Regular Part-time and Temporary Part-time Employees work schedules shall provide for:
- (i) at least ten (10) hours off duty between the cessation of work on one day and the commencement of work on the next day; and
  - (ii) four (4) scheduled days of rest without pay over a fourteen (14) calendar day period, two (2) of the four (4) days will be consecutive. The week shall be Monday to Sunday. The two (2) consecutive days must fall within those seven (7) days;
  - (iii) not more than six (6) consecutive scheduled days of work;
  - (iv) two (2) weekends off in a four (4) week period. Weekend shall mean a Saturday and the following Sunday.

## 31.04 The provisions of 9.07 shall not apply to Regular Part-time and Temporary Employees. The provisions of Article 9.03(b) providing for compensating time off in lieu of payment shall also not apply. Article 8.01(d) shall apply to Regular Part-time and Temporary Employees except that banked overtime hours shall not exceed thirty-seven

and one-half (37 1/2) hours. Any overtime in excess of thirty-seven and one-half (37 1/2) hours shall be paid.

- 31.05 (a) No Casual Employee shall be scheduled except with their consent. Except where a Casual Employee is scheduled for a specific job or relieves for an absence, the duration of which is three (3) months or less in accordance with Article 2.06 (d)(ii) or (iii), advance notice of scheduling shall not exceed seven (7) calendar days.
- (b) Where a Casual Employee is regularly scheduled to work full-time hours pursuant to Article 31.05(a), the provisions of Articles 7.01, 7.02, 7.05, 7.07, 7.08, 8.01(a), 8.01(b), and 8.01(c) shall apply.

31.06 *Anniversary Increments*

- (a) Casual, Regular Part-time and Temporary Part-time Employees shall be entitled to an increment on the completion of each one thousand seven hundred and forty-seven point five (1747.5) regular hours actually worked up to the maximum increment level granted to Full-time Employees.
- (b) For Part-time Employees, all leaves of absence with pay, leaves of absence for Union business, periods of sick leave with pay, and while in receipt of Workers' Compensation benefits (average hours in last two (2) weeks worked) pursuant to the provisions of Article 20, shall be considered as hours worked for the purpose of calculating salary increments in accordance with Article 31.06(a).

31.07 *Promotions, Transfers and Vacancies*

- (a) Amend Article 14.01 by adding:
- 14.01 (d) Notice of vacancy for a regular part-time position shall specify the approximate number of hours per pay period and whether or not the Employee is eligible for benefits.

- (b) Amend Article 14 by adding:

A Regular Part-time or Temporary Employee who is permanently transferred to a full-time position shall retain their vacation entitlement and will be entitled to make use of their accrued sick leave entitlements during their probationary period and thereafter the provisions of Article 19 shall apply.

31.08 *Annual Vacation*

- (a) Article 17 shall not apply to Casual or Temporary Employees and the following shall apply:
- (i) Casual and Temporary Employees shall be paid on each paycheck six percent (6%) of their gross earnings in lieu of vacation with pay.

- (b) Article 17.02 shall not apply to Regular Part-time Employees and the following shall apply:
- (i) For the purpose of determining vacation entitlement with pay, only hours paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven point five (7.5) hours and periods of sick leave with pay will be recognized.
  - (ii) During each year of continuous service with the Employer, an Employee shall commence earning entitlement to vacation with pay to be taken in the next vacation year.
- (c) Regular Part-time Employees will accrue vacation entitlement on a bi-weekly basis at six percent (6%), eight percent (8%), ten percent (10)% or twelve percent (12 %) as set out under Article 31.08(b)(i) above.

Hours worked as specified in Article 31.08(b)(i)

$$\begin{array}{c} \times \\ \text{applicable \%} \\ = \end{array}$$

hours of paid vacation to be taken in the following vacation year

- (A) six percent (6%) during each of the first (1<sup>st</sup>) employment year;
  - (B) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
  - (C) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
  - (D) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent employment years.
- (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.

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

Hours specified in Article 31.08(b)(i)

x

The applicable % outlined below

=

Number of hours of paid supplementary vacation time to be taken in the  
current supplementary vacation period

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
  - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).
  - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%).
  - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%).
- (e) Upon transfer from full-time status to part-time status or transfer from part-time status to full-time status, an Employee's vacation bank as accrued to-date will transfer as well. That is, an Employee's vacation bank will not be paid out by the Employer upon the Employee's transfer in status.

### 31.09 *Named Holidays*

Replace Article 18 with the following:

- (a) On each paycheck Regular Part-time, Temporary Part-time and Casual Employees shall be paid, in addition to their regular rate of pay, five percent (5%) of their gross earnings in lieu of Named Holidays, as identified in 18.01(a).
- (b) Regular Part-time, Temporary Part-time and Casual Employees required to work on a scheduled Named Holiday shall be paid at two times (2X) their Basic Rate of Pay for all hours worked on such holiday(s).
- (c) Should the Employer require Regular Part-time Employees to work on Named Holidays, such work shall be distributed on an equitable basis.

- (d) Where a Named Holiday falls on a Friday or a Monday, a Regular Part-time Employee scheduled for day(s) of rest on the immediately adjacent weekend shall be granted, where possible, the Named Holiday off duty.

31.10 *Sick Leave*

- (a) Amend Articles 19.01(a) and 19.04 to read:

Temporary Employees shall accrue sick leave credits on the basis of one and one-half (1 1/2) days per calendar month prorated to the number of hours the Employee worked during each calendar month to a maximum accumulation of one hundred and twenty (120) working days (4.14 minutes of sick leave for each hour worked).

- (b) Amend Article 19.05 to read:

19.05 For temporary Employees, payment from sick leave banks will be made based on posted scheduled hours of work only for days on which Employees are required to work but cannot attend due to illness. If the Employee's illness continues beyond their posted scheduled hours of work (i.e. no further work is scheduled for the Employee in the meantime because of their illness), payment per day from the sick leave banks will be based on the average number of hours worked per day by the Employee rounded to the nearest hour in the two (2) calendar week period immediately preceding their sick absence.

$$\frac{\text{(hours worked in two (2) week period)}}{\text{number of days worked}}$$

- (c) Article 19.06 does not apply to Temporary Employees.
- (d) Article 19.07 does not apply to Temporary Employees.
- (e) Article 19.09(b) applies to Regular Part-time and Temporary Employees on a pro-rata basis.
- (f) Amend Article 19 by adding:

19.15 A Regular Full-time Employee who transfers to a regular part-time position shall retain their accumulated one hundred percent (100%) and seventy-five percent (75%) (to be converted proportionately to its one hundred percent (100%) equivalent) sick leave credits up to a maximum of one hundred and twenty (120) working days.



31.11 *Employee Benefit Plans*

(a) Amend Article 21 by adding:

21.04 (a) Regular Part-time Employees who are scheduled to work at least twenty (20) hours per week on a regular basis are eligible to participate in the Employee Staff Benefit Plans subject to the regulations and requirements of those Plans.

(b) Temporary and Casual Employees shall not be entitled to participate in any of the Staff Benefit Plans that are contained in Article 21.

(b) Amend Article 30 by adding:

30.04 Part-time Employees shall be eligible to participate in the Canadian Blood Services Pension Plan in accordance with Provincial Legislation or any superior provision that may be provided by the Plan.

31.12 *Leaves of Absence*

Temporary Employees shall be entitled to maternity and parental/adoption leave in accordance with the *Employment Standards Act of Alberta*.

31.13 *Casual Employees*

In addition to provisions specified elsewhere in this Article as being applicable to Casual Employees, the following shall also apply to this category of Employees:

Articles 1, 2, 3, 4, 5, 6, 7.02, 7.07, 7.08, 8.01(c), 9.03(a), 9.04, 9.06, 10, 11, 13, 14, 16, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and Salary Appendix.

**ARTICLE 32: COPIES OF THE COLLECTIVE AGREEMENT**

32.01 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 produced in pocket-sized booklet form by the United Nurses of Alberta or the Employer. The cost of production shall be agreeable to both parties and shared equally.

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

## ARTICLE 33: GRIEVANCE PROCEDURE

### 33.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 34 shall be sufficient if sent by registered mail, electronically 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 34 shall be sufficient if delivered to the Business Partner or designate.

33.02 If an Employee feels they have cause for a grievance they must report the grievance in the manner provided herein. Pending settlement, the Employee shall continue to faithfully perform all the duties assigned by the Employer. No record of any grievance shall be placed in the Employee's personnel file.

33.03 The time limit specified in the grievance procedure, including all of the stages and steps referred to, shall not include Saturdays, Sundays, and Named Holidays. The time limits may be extended by the consent of both parties, in writing.

- 33.04 (a) The hearing of grievances at any step with the Employer, may take place during working hours with no loss of regular pay to the grievor and any representative of the Union, provided the Employee(s) does not leave the Employer's premises.
- (b) Employees shall not leave their workstations or duties without the prior permission of their immediate supervisor, or designate, for the purpose of discussion of grievances.

### 33.05 *Dispute Between the Employer and the Employee(s)*

#### (a) **Step 1**

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

#### (b) **Step 2**

The grievance shall be submitted, in writing, to the Employee's immediate supervisor or designate within ten (10) days of the occurrence of the act causing the grievance. The grievance shall state the clause claimed to have been violated, the nature of the grievance, and the redress sought. The decision of the

Employee's immediate supervisor or designate shall be communicated, in writing, to the Union, within ten (10) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) **Step 3**

The written grievance, within ten (10) days of the decision of the Employee's immediate supervisor or designate under Step 2, may be advanced to the individual to whom the Employee's immediate supervisor reports or designate. The decision of the individual to whom the Employee's immediate supervisor reports or designate shall be communicated, in writing, to the Union within ten (10) days of the submission of the grievance.

(d) **Step 4**

If the decision of the individual to whom the Employee's immediate supervisor reports or designate is not acceptable to the Union, it may submit the grievance to Arbitration as hereinafter provided within ten (10) days of receipt of the decision.

(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.

(f) For clarification purposes in Step 1 and Step 2, the immediate supervisor or designate shall be an excluded management position.

33.06 *Disputes Between the Parties*

(a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievances shall apply, proportionately, if applicable, to all Employees listed on the original grievance.

(b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated in writing at Step 2 of the grievance procedure.

33.07 *Disputes Filed by the Employer*

An Employer's grievance shall be filed with the Union within ten (10) days of the event giving rise to the same and the Union shall respond in writing within ten (10) days of receipt of the grievance. Should the Union fail to comply with the time limits prescribed herein, or failing settlement of the grievance, the Employer may submit the same to Arbitration as hereinafter described. Should the Employer fail to comply with the time limits prescribed herein, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.

33.08 *Default - Disputes Filed by the Union*

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

33.09 The parties may agree to mediate any dispute that has been submitted as a grievance, with the cost of the mediator shared equally between the parties. Where a dispute is to be mediated, the time limits specified in the grievance and Arbitration procedures shall be extended accordingly. Particulars of the mediation process shall be determined by the parties at the time agreement to mediate has been made.

**ARTICLE 34: ARBITRATION**

- 34.01 Either party who feels a satisfactory settlement has not been reached may, within ten (10) days of receipt of the decision of the individual to whom the Employee's immediate supervisor reports and/or designate with respect to the Employee's (s') or Union's grievances, or the decision of the Union in respect of the Employer's grievance, request the formation of a Board of Arbitration, by notifying the other party in writing of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee to the Board.
- 34.02 Within ten (10) days, the party receiving the above notice shall notify the other party of its appointee to the Board.
- 34.03 The two (2) appointees so selected shall, within a period of ten (10) days endeavour to select a mutually acceptable third person to act as Chairperson, or if the appointees fail to agree on a third person to act as a Chairperson within ten (10) days, the appointment shall be made by the Director of Mediation Services for the Province of Alberta upon the request of either the Employer or the Union.
- 34.04 Once the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the parties within fourteen (14) days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- 34.05 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 shall be final and binding on the parties.

- 34.06 The parties, may at the written request of one and the written acceptance of the other, refer any unresolved dispute or grievance to a single Arbitrator, instead of a Board of Arbitration. Within ten (10) days of reaching such agreement, the parties shall endeavour to select a single Arbitrator. Any mention in this Article to a Board of Arbitration or to the Chairperson of such Board, shall refer to the single Arbitrator whose decision on the dispute or grievance shall be final and binding on the parties. Where agreement cannot be reached on the selection of a single Arbitrator, an Arbitration Board shall be established in accordance with this Article.
- 34.07 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, 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 Board may substitute any penalty for the discharge or discipline that to it seems just and reasonable in all the circumstances .
- 34.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 34.09 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.
- 34.10 The Employer shall not be liable for paying either the Employee or Officers of the Union Local for time lost from work as a result of Arbitration proceedings.
- 34.11 Each party to the dispute shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairperson. The expenses of a single arbitrator shall be borne equally by the parties.

### **ARTICLE 35: OCCUPATIONAL HEALTH & SAFETY**

- 35.01 The parties to this Collective Agreement shall cooperate to the fullest extent in the matter of Occupational Health and Safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 35.02 (a) The Employer shall continue with its joint health and safety committee which shall be composed of representatives of management and Employee representative, including one (1) representative appointed by the Union from the bargaining unit from each site who shall attend each health and safety committee meeting, or in consultation with the manager, designate another RN to attend in their place.
- (b) The Committee shall meet once every three (3) months or more frequently if requested, in writing, by a member of this Committee. An agenda outlining the

items to be discussed shall be circulated prior to such meeting. The Committee shall meet within ten (10) working days of the receipt of the request.

- (c) The purpose of this Committee is to consider matters involving Occupational Health and Safety, accident prevention and security of Employees, exclusively. The Union may make recommendations to the Employer in that regard.
  - (d) Minutes of each meeting shall be taken and distributed to each member. Such minutes shall be approved by the members at the commencement of the next meeting.
- 35.03 The Union representative shall be paid at their regular rate of pay for time spent in attendance at committee meetings.
- 35.04 Where an Employee requires specific immunization as a result of or related to their work, it shall be provided at no cost.
- 35.05
- (a) Every Employee has the right to be treated with respect and be free from harassment or abuse in the workplace.
  - (b) An Employee who believes they have been harassed has the right and may file a complaint under the Employer's Respect in the Workplace, Violence & Harassment Prevention Policy.
- 35.06
- (a) When an Employee is required to wear protective clothing in the course of their duties, it shall be the responsibility of the Employer to provide and launder such clothing.
  - (b) The Employer shall provide a safety shoe allowance of one hundred and twenty-five dollars (\$125) per year to all mobile clinic staff, including Employees in their probationary period, who are required to wear steel toed shoes/boots when assisting with loading and unloading.

#### **ARTICLE 36: PROFESSIONAL DEVELOPMENT**

- 36.01
- (a) For the purpose of this Article, the term "in-service/continuing education" includes orientation, acquisition and maintenance of essential skills, and other related programs.
  - (b) The Employer reserves the right to identify specific in-service/continuing education sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for such hours of attendance.
  - (c) Employees who attend in-service/continuing education programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

36.02 The Employer shall endeavour to ensure that each Employee has the opportunity to attend in-service/continuing education programs.

36.03 *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.

36.04 (a) The Employer will reimburse Employees who at the beginning of their next registration year have active registration in their Professional College one hundred percent (100%) of their dues if they have accumulated six hundred eighty-four point six (684.6) hours 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 business,
- (ii) Time on sick leave with pay,
- (iii) Absences while receiving Workers' Compensation for first twelve (12) 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 College and Association of Registered Nurses of Alberta,
- (ii) The College of Registered Psychiatric Nurses of Alberta, or
- (iii) Any alternative Professional College acceptable to the Employer.

**ARTICLE 37: LABOUR MANAGEMENT COMMITTEE**

37.01 (a) The Employer shall establish a Labour Management Committee. The purpose of the joint committee is to promote and to provide for effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern.

- (b) The Committee shall be composed of two (2) representatives of the Union Local and two (2) representatives of the Employer.
- (c) The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months. In addition, the Committee shall meet within ten (10) working days of the receipt of a written request advanced by either party. An agenda outlining the items to be discussed shall be circulated prior to the meeting.
- (d) It is understood that there shall be no discussion of grievances at these meetings.

37.02 Each party may have alternates to replace a member.

37.03 Minutes of each meeting shall be taken and shall be approved by the members prior to circulation.

37.04 Members of the Committee shall be paid at their regular rate of pay for all time spent in attendance at Committee meetings.

#### **ARTICLE 38: COMMITTEE PARTICIPATION**

38.01 Except as otherwise provided in this Collective Agreement an Employee who is directed to attend meetings by the Employer, shall be paid at the Employee's basic hourly rate of pay for attendance at such meetings.

#### **ARTICLE 39: SUBSISTENCE**

39.01 Meal allowances for Employees on both overnight (out-of-town) clinics and daily mobile clinics held outside and beyond a forty (40) kilometer radius from the site of the Employer designated muster point (provided, however, that for the purpose of this Article, Stony Plain, Morinville and Devon shall be considered outside and beyond the forty (40) kilometer radius) shall be as follows (effective date of ratification):

|            |         |
|------------|---------|
| Breakfast: | \$9.20  |
| Lunch:     | \$11.60 |
| Dinner:    | \$20.75 |

- (a) Breakfast allowance will only be given commencing on the second day of an overnight mobile clinic.
- (b) Lunch allowance shall be given on a day when the clinic team leaves for the clinic before 12 noon (or when the Employee returned from an overnight mobile and is required to continue to work upon arrival to the Employer designated muster point).
- (c) Dinner allowance will not be given on a day when the clinic team returns to the Employer designated muster point before 1800 hours, subject to Article 39.01.



39.02 Notwithstanding the duty to accommodate, single accommodation will be provided, where available, to those Employees who request it at a shared cost (50/50) between the Employer and the Employee. Such accommodation must be booked by the Employer. The Employer reserves the right to recover amounts associated with this Article through payroll deduction. The Employer shall endeavor to arrange a late check out when required.

#### **ARTICLE 40: COMPENSATION ERRORS**

40.01 A compensation error 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.

40.02 The Employer is entitled to recover overpayments from Employees' earnings according to the following:

- (a) When the Employer seeks recovery of a compensation overpayment, the Employee must be advised of the cause and the amount of the overpayment, with an explanation for the computation. The Employer shall only recover overpayments from within a twelve (12) month period starting the day the Employee is made aware of an overpayment.
- (b) The Employer may recover overpayments in orderly repayment steps through payroll deductions in any way agreed to in writing by the Employee.
- (c) The Employee has recourse to the grievance procedure if they do not agree with the Employer's decision.
- (d) If the Employee resigns or is terminated for cause, the Employer may offset any remaining overpayment from the Employee's final pay.

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

40.04 The foregoing does not affect other payroll adjustments and/or deductions that may occur as a result of informal discussions between the Employee and their immediate supervisor or designate or payroll department. The foregoing applies if an error and resulting adjustment or deduction cannot be resolved through normal time-keeping correction.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: COMPRESSED WORK WEEK/EXTENDED WORKDAY**

The parties agree to meet and discuss the implementation of a compressed work week/extended workday.

**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN BLOOD SERVICES, EDMONTON CENTRE****AND****UNITED NURSES OF ALBERTA LOCAL #155****RE: MARKET CONDITION LUMP SUM PAYMENT**

The parties agree that:

1. An Employee shall receive a market condition lump sum payment of up to seventeen hundred and fifty dollars (\$1750), to be paid semi-annually, as follows:
  - (a) Full-time Employees shall receive:
    - (i) eight hundred and seventy-five (\$875) on the first pay day following the pay period which includes September 30; and
    - (ii) eight hundred and seventy-five (\$875) on the first pay day following the pay period which includes March 31.
  - (b) Part-time and Casual Employees shall receive:
    - (i) eight hundred and seventy-five (\$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;
    - (ii) eight hundred and seventy-five (\$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 business;
  - (b) Other leaves of absence of one (1) month or less;
  - (c) Time on sick leave with pay, and vacation;
  - (d) Absences while receiving Workers’ Compensation; and

- (e) Educational leave up to twenty-four (24) months.
- 3. Employees who commence employment or change their 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.

**\*\*This Letter of Understanding expired on April 1, 2022.\*\***

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: RETENTION RECOGNITION**

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

an Employee eligible for a pay adjustment in paragraph (a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph (b) above. An Employee who requires further time to obtain reasonable proof shall, within the ninety (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.

**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN BLOOD SERVICES, EDMONTON CENTRE****AND****UNITED NURSES OF ALBERTA LOCAL #155****RE: 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 decrease 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 twelve (12) months.
  - (C) The Employer shall have the right to accept or reject any request to decrease their 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 twenty-eight (28) 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 FTE.
- (iii) The FTE vacated as a result of granting an Employee's request to decrease regular hours of work may be offered to Regular Part-time Employees in order of seniority, posted as a vacancy, or offered as additional hours in accordance with Article 31.02(c).
- (iv) A Regular Full-time or Regular Part-time Employee cannot decrease their regular hours of work to less than a .53 of the regular full-time hours pursuant to this Letter, unless otherwise agreed between the Employer and the Union.
- (v) Where the number of Employees making such requests exceeds the number of requests that may be granted, the requests shall be granted in order of seniority. However, no Employee shall have an approved request rescinded as a result of

another Employee exercising their seniority. 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 their request.

- (b) Increasing regular hours of work for Regular Part-time Employees.
- (i) (A) Requests to increase regular hours of work shall be made in writing.
  - (B) Requests for a temporary increase in regular hours of work shall indicate the period of time that the temporary increase would apply. The maximum time for such temporary increase is twelve (12) months.
  - (ii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on lay off, as long as the laid off Employees can perform the work required.
  - (iii) The Employer shall have the right to accept or reject any request to increase 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 twenty-eight (28) days of the request to increase the regular hours of work and such request shall not be unreasonably denied.
  - (iv) A request to increase regular hours of work shall indicate the requested FTE.
  - (v) This provision is not intended to circumvent the posting and recall provisions of Article 14: Promotions, Transfers, and Vacancies or Article 15: Layoff and Recall in circumstances where a position of greater than .53 FTE has become vacant. In such case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers, and Vacancies and Article 15: Layoff and Recall.
  - (vi) Where the number of Employees making such requests exceeds the number of requests that may be granted, the requests shall be granted in order of seniority. However, no Employee shall have an approved request rescinded as a result of another Employee exercising their seniority. 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 their request.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: PRE-AUTHORIZED PAYMENT FOR PENSION AND BENEFITS**

The parties agree that notwithstanding the provisions set out in the Collective Agreement, Employees continuing benefits coverage or pension contributions during a leave of absence shall make payment by authorizing the Employer to make the required deductions from the Employee's bank account. The Employer shall provide the Employee with a detailed statement of the withdrawals, upon request.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: DONOR SCREENING**

Whereas Employees not included in the bargaining unit will perform donor screening;

Therefore, the parties hereby agree to the following:

1. No Regular Employee shall be subject to an involuntary layoff solely due to non-bargaining unit Employees performing donor screening.
2. The Employer may, at its sole discretion, canvas Employees to determine if any request to voluntarily terminate employment with the Employer.
3. The Employer shall maintain sole discretion in determining the number of Employees for which voluntary termination will be granted.
4. The Employer shall first grant voluntary termination requests from Employees made pursuant to 2. above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
5. Should the Employer determine that, following the application of 4. above, additional voluntary terminations can be granted, the Employer shall next grant voluntary termination requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
6. The Employer shall maintain sole discretion in determining the last day worked for Employees for whom the Employer grants voluntary termination.
7. Any Employee to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program. Such Employee shall also forfeit their right to notice and severance as contemplated by the Collective Agreement or legislation.
8. Notwithstanding 7. above, any Employee to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:

- (a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) weeks' regular pay. In the case of Part-time Employees, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:

$$\frac{\text{regular hours worked}}{1747.5 \text{ hours}} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$

- (b) Career transition services to a maximum value of one thousand nine hundred and twenty-five dollars (\$1925), to be executed by a service provider of the Employer's sole discretion.
- (c) An education allowance not to exceed five percent (5%) of the Employee's regular earnings in the twelve (12) months preceding their voluntary termination for endeavours that the Employer considers to influence an Employee's future employment opportunities. Employees shall apply for such allowance in writing using a form to be provided by the Employer.

9. The provisions of this Memorandum of Agreement shall not apply to Temporary or Casual Employees.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: SCHEDULING COMMITTEE**

The parties agree to the creation of a Scheduling Committee which shall consist of Employer appointed representatives and Union appointed representatives at each site. There shall be equal numbers of both parties on the Scheduling Committee, unless mutually agreed otherwise.

The Scheduling Committee shall review Employee scheduling and discuss potential changes that balance the interests of Employees and the Employers' operational requirements. Upon reaching consensus, the Scheduling Committee may make recommendations to the Employer regarding changes to Employee scheduling practices or provisions of the Collective Agreement. If no consensus is reached, the Union shall have the right to make such recommendations. The Employer shall consider all such recommendations in good faith.

In addition to the foregoing, should mutually acceptable changes be identified, the parties may enter into a written agreement for Employee scheduling that may contain provisions that differ from the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: LEAVES OF ABSENCE AS PROVIDED IN THE ALBERTA EMPLOYMENT STANDARDS CODE**

The Employer recognizes its obligations of assisting Employees by providing access to the various unpaid leaves of absence in accordance with Part II, Division 7 of the Alberta Employment Standards Code, as amended from time to time, including but not limited to the following:

- Reservist Leave
- Compassionate Care Leave
- Death or Disappearance of a Child Leave
- Critical Illness of a Child Leave
- Domestic Violence Leave
- Leave for Citizenship Ceremony

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: VOLUNTARY TERMINATION**

Where the Employer finds it necessary to lay off Employees, it may canvass Employees to see if any Employees wish to voluntarily terminate their employment and receive a severance payment calculated in accordance with the Article 15.10. Employees who so choose will not be entitled to notice of layoff.

The Employer shall first consider requests from Employees who are eligible to retire in accordance with the provisions and requirements of the CBS Pension Plan. The Employer shall determine the location, department, classification, number of voluntary terminations to accept and the last day of work for accepted Employees.

Where the number of applicants exceeds the number of Employees that will be accepted by the Employer, seniority shall determine which Employees shall be voluntarily terminated, provided that Employees with sufficient skills and qualifications remain.

The Employer shall notify the Union in advance of its intent to offer voluntary terminations pursuant to this Letter of Understanding. The Employer shall advise the Union of the Employees who applied for voluntary termination and those that are accepted.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: SHIFT EXCHANGE AVERAGING AGREEMENT**

Pursuant to Article 7.06, Part-time Employees may request to exchange Shifts that result in a Part-time Employee working in excess of seven point five (7.5) hours per day. The hours worked shall not be more than twelve (12) hours per day pursuant to this averaging agreement.

Hours worked under this averaging agreement shall be paid at straight time up to twelve (12) hours per day.

A Part-time Employee shall not work more than one hundred and fifty (150) hours averaged over a four (4) week period.

These Shift exchange requests are still subject to the provisions of Article 7.06

The Shift Exchange Averaging Agreement will be implemented within thirty (30) days post ratification, unless otherwise mutually agreed.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN BLOOD SERVICES, EDMONTON CENTRE**

**AND**

**UNITED NURSES OF ALBERTA LOCAL #155**

**RE: GENERAL WAGE ADJUSTMENT**

A general wage adjustment to all rates and all ranges shall be implemented for the classifications included in Salary Appendix 'A' equal to that negotiated between Alberta Health Services (AHS) and the United Nurses of Alberta (UNA) with effective dates between April 1, 2017 and March 31, 2024.

**SALARY APPENDIX****Registered Nurse**

|                   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| April 1, 2017     | \$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       |
| April 1, 2018     | \$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       |
| April 1, 2019     | \$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       |
| April 1, 2020     | \$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       |
| October 1, 2021   | \$37.23       | \$38.66       | \$40.09       | \$41.52       | \$42.97       | \$44.38       | \$45.82       | \$47.18       | \$48.85       |
| 2% LSPA Rate      | \$37.97       | \$39.43       | \$40.89       | \$42.35       | \$43.83       | \$45.27       | \$46.74       | \$48.12       | \$49.83       |
| April 1, 2022     | \$37.97       | \$39.43       | \$40.89       | \$42.35       | \$43.83       | \$45.27       | \$46.74       | \$48.12       | \$49.83       |
| 2% LSPA Rate      | \$38.73       | \$40.22       | \$41.71       | \$43.20       | \$44.71       | \$46.18       | \$47.67       | \$49.08       | \$50.83       |
| September 1, 2022 | \$38.44       | \$39.92       | \$41.40       | \$42.88       | \$44.38       | \$45.84       | \$47.32       | \$48.72       | \$50.45       |
| 2% LSPA Rate      | \$39.21       | \$40.72       | \$42.23       | \$43.74       | \$45.27       | \$46.76       | \$48.27       | \$49.69       | \$51.46       |
| April 1, 2023     | \$39.21       | \$40.72       | \$42.23       | \$43.74       | \$45.27       | \$46.76       | \$48.27       | \$49.69       | \$51.46       |
| 2% LSPA Rate      | \$39.99       | \$41.53       | \$43.07       | \$44.61       | \$46.18       | \$47.70       | \$49.24       | \$50.68       | \$52.49       |

**Permanent Charge Nurse**

|               | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| April 1, 2017 | \$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       |
| April 1, 2018 | \$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       |



|                   |         |         |         |         |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| April 1, 2019     | \$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 |
| April 1, 2020     | \$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 |
| October 1, 2021   | \$40.74 | \$42.49 | \$44.30 | \$46.08 | \$47.90 | \$49.75 | \$51.28 | \$52.79 | \$54.65 |
| 2% LSPA Rate      | \$41.55 | \$43.34 | \$45.19 | \$47.00 | \$48.86 | \$50.75 | \$52.31 | \$53.85 | \$55.74 |
| April 1, 2022     | \$41.55 | \$43.34 | \$45.19 | \$47.00 | \$48.86 | \$50.75 | \$52.31 | \$53.85 | \$55.74 |
| 2% LSPA Rate      | \$42.38 | \$44.21 | \$46.09 | \$47.94 | \$49.84 | \$51.77 | \$53.36 | \$54.93 | \$56.85 |
| September 1, 2022 | \$42.07 | \$43.88 | \$45.75 | \$47.59 | \$49.47 | \$51.38 | \$52.96 | \$54.52 | \$56.44 |
| 2% LSPA Rate      | \$42.91 | \$44.76 | \$46.67 | \$48.54 | \$50.46 | \$52.41 | \$54.02 | \$55.61 | \$57.57 |
| April 1, 2023     | \$42.91 | \$44.76 | \$46.67 | \$48.54 | \$50.46 | \$52.41 | \$54.02 | \$55.61 | \$57.57 |
| 2% LSPA Rate      | \$43.77 | \$45.66 | \$47.60 | \$49.51 | \$51.47 | \$53.46 | \$55.10 | \$56.72 | \$58.72 |

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

ON BEHALF OF THE CANADIAN BLOOD SERVICES

ON BEHALF OF THE UNITED NURSES OF ALBERTA

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