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Addendum of Local Conditions

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

The Parties agree to renew the Local Conditions that were in place during the 2020 - 2024 Collective Agreement, with consequential changes, and any necessary corrections only.

The parties recognize that the re-organization and re-focusing of health care is continuing and will require a re-organization and re-formatting of the Local Conditions, listing the Sites, programs, Locals and Employers. The Parties agree to work on this project during the life of this agreement.

Amended Local Conditions will be issued and published on the Employer and UNA web sites upon completion.

***NOTE: Below are the Addendum of Local Conditions for the Collective Agreement (April 1, 2020 – March 31, 2024) and are to be used as a reference only (as the parties are working on renewing the Local Conditions for the Collective Agreement (April 1, 2024 – March 31, 2028)).**

I. Alberta Health Services - South Zone

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

1. HOURS OF WORK AND SCHEDULING

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

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

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

- (i) 11.08 hours per day; and
- (ii) 38.78 hours per week averaged over one (1) Shift cycle.

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

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

- (i) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each period of 3.875 hours of work; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods, each of 30 minutes each. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer; except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

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

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

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.
- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working pattern (ii), regardless of how long they have worked in that Shift pattern, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle provided that in the event of an emergency, or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

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

2. **OVERTIME**

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

Amend Article 8.01(a) to read:

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

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

- (a) Hours of Work and Scheduling

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

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

Amend Article 7.01 (a) to read:

- 7.01(a) (i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day and in any event, shall be less than 38.78 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
 - (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
 - (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
 - (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's Basic Rate of Pay for hours worked up to 11.08 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.08 hours in a day.
 - (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (ii) Amend Article 30.01(b) to read:
- Amend Article 7.02(g) to read:
- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between Shifts;
 - (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 14 in a four (4) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no premium is required;

- (iii) not more than four (4) consecutive 11.08 hour Shifts without days off; and
- (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Part-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.

(b) Increment Accrual

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

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

(c) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

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

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO AHS MENTAL HEALTH SERVICES (PRAIRIE RIDGE) AND UNITED NURSES OF ALBERTA, LOCAL #418

1. PARKING

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

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

1. HOURS OF WORK AND SCHEDULING

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

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

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

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

(i) 7.75 consecutive hours per day and 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule:
or

(ii) 11.08 consecutive hours per day or 36.01 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

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

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

2. **OVERTIME**

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

Amend Article 8.01(a) to read:

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

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

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

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

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

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

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

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

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

<i>Extended Work Day (EWD – 11.08)</i>	<i>Designated Days of Rest (DDO)</i>
1	1
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5
11	6
12	6

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

(c) Increment Accrual

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

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

(d) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

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

4. **PARKING**

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

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

1. **HOURS OF WORK AND SCHEDULING PROVISIONS**

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

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

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

Amend Article 7.01(a) to read:

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

- (i) be 11.25 consecutive hours per day; and
- (ii) be 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (iii) not exceed 12.25 maximum in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

Amend Article 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, two (2) rest periods of 22.5 minutes during each full working Shift.
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of 30 minutes each. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

2. **OVERTIME**

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

Amend Article 8.01(a) to read:

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

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

(A) Hours of Work and Scheduling

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

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

Amend Article 7.01(a) to read:

- 7.01(a)(i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.25 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's Basic Rate of Pay for hours worked up to 11.25 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.25 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

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

Amend Article 7.02(g) to read:

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift change over between Shifts;
 - (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive. There shall be a minimum of 29 days of rest in each eight (8) week Shift cycle, for a total of 88 in a 24 week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no premium is required:
 - (iii) not more than four (4) consecutive 11.25 hour Shift without days off; and
 - (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Part-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.

(B) Increment Accrual

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

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

(C) Casual Employees Increment Accrual

Amend Article 30.0.3(b) to read:

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

4. **PARKING**

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

II. Alberta Health Services - Calgary Zone

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CALGARY ZONE AND UNITED NURSES OF ALBERTA, LOCALS #1, #34, #40, #65, #80, #95, #115, #119, #121, #143, #202, #211, #228, #302S, #307, #308, #313, #414 AND #415

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

Mental Health Worker/Therapist: Registered Nurse rates.

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CALGARY ZONE AND UNITED NURSES OF ALBERTA, LOCAL #211 (COMMUNITY)

1. **RESPONSIBILITY ALLOWANCE AND TEMPORARY ASSIGNMENT PAY**

Amend Article 16 to add Article 16.07:

- 16.07 An in-charge premium of \$1.00 per hour shall be paid to a designated Employee when the Manager is not readily available for consultation.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO CLARESHOLM CARE CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #228

1. **PARKING**

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

III. Alberta Health Services - Central Zone

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO CENTENNIAL CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #222

1. PARKING

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

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO DAYSLAND HEALTH CENTRE AND UNITED NURSES OF ALBERTA, LOCAL #186

The parties hereby agree that it is mutually desirous to maintain the Shift schedule for Employees which employs both the 7.75 hour work day and the 11.08 hour work day.

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

1. Amend Article 7.02(g), 30.01(b)(i): 7.02(g), and 37.02 Option I(C): 7.02(g):

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

- 7.02 (g) (i) at least 22.5 hours off duty on a Shift changeover between Shifts;
- (ii) at least two (2) consecutive days of rest per week;
- (iii) days of rest on at least two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive Shifts, nor more than five Shifts per week.

2. Amend Article 7.01(a) and 37.02 Option I(A): 7.01(a) as follows:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) either 7.75 consecutive hours per day or 11.08 consecutive hours per day; and

- (ii) 36.98 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- 3. Amend Article 30.01(a): 7.01(a)(i) and 37.02 Option I(D) as follows:
 - 7.01 (a) (i) Regular hours of work for Part-time Employees exclusive of meal periods, shall be as scheduled by the Employer, but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day, and in any event, shall be less than 36.98 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- 4. This agreement may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.

IV. Alberta Health Services - Edmonton Zone

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO UNIVERSITY OF ALBERTA HOSPITAL AND UNITED NURSES OF ALBERTA, LOCAL #301

1. HOURS OF WORK AND SCHEDULING PROVISIONS

- (a) Amend Article 7.01(a) to read:
 - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) 7.75 consecutive hours per day;
 - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
 - (iii) 2022.75 hours per year.

Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Local.
- (b) Amend Article 7.01(b) to read:
 - 7.01 (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift of 7.75 hours; or

- (ii) include, as scheduled by the Employer, one (1) rest period of 40 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of 20 minutes during each half Shift of not less than four (4) hours; and
 - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- (c) Amend Article 7.02(f)(i) to read:
 - 7.02 (f) (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 hours.
- (d) Amend Article 7.02 (g) (iv) to read:
 - 7.02 (g) (iv) not more than seven (7) consecutive scheduled days of work.

2. **VACATION WITH PAY**

- (a) Amend Article 17.04 (a) (ii) to read:
 - 17.04 (a) (ii) 6% in the case of an Employee entitled to 15 working days (116.25 hours) vacation per annum; 8% in the case of an Employee entitled to 20 working days (155 hours) vacation per annum; 10% in the case of an Employee entitled to 25 working days (193.75 hours) vacation per annum; 12% in the case of an Employee entitled to 30 working days (232.50 hours) vacation hours per annum; or 14% in the case on an Employee entitled to 35 working days (271.25 hours) per annum; of the Employee's regular earnings from the 1st day of May in each calendar year to the date of termination.

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

- (a) Amend Article 30.01(a) to read:
 - (a) Hours of Work
 Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 155 hours per 28 calendar day period. Such 28 calendar day periods shall be consecutive and non-inclusive.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (vi) Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Local. A Part-time Employee shall be paid at 2X the applicable Basic Rate of Pay for all hours worked in excess of regular hours of work on a flexible or modified Shift schedule.

Amend Article 7.01(b) to read:

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift of 7.75 hours; or

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

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

- 7.02 (g) (ii) an average of at least two (2) consecutive days per week, and a total of eight (8) days each four (4) week period, shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

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

- 7.02 (g) (iii) not more than seven (7) consecutive scheduled days of work.

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

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(e) Amend Article 30.03(a)(v) to read:

30.03 (a) (v) A Casual Employee whose home site is the University of Alberta Hospital shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as October 6, 2014).

(f) Amend Article 30.03(b) to read:

30.03 (b) Increment Accrual

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

4. **EXTENDED WORK DAY**

(a) Amend Article 37.01 to read:

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

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

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

(b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.

(c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.

- (d) The Employer and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

- (b) Amend Article 37.02 to read:

37.02 Four (4) optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I, Option II, Option III or Option IV is applied, the relevant provisions of Article 7 and 30 shall be amended as follows:

Option I: 11.625 Hour Extended Work Day

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

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

- (i) be a consecutive time period 11.625 hours per day;
- (ii) be 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule (2022.75 hours per year); and
- (iii) not exceed 12.25 hours in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

- (i) to include a 20 minute rest period for each four (4) hours scheduled, two (2) of which may be combined by agreement between the Employer and the Employee; and
- (ii) to exclude a meal period of 30 minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.

- (iii) Where in-hospital time is 12.25 hours as determined by the start and finish of the Shift, 7.5 minutes of unpaid time will be scheduled by the Employer in combination with a meal break or rest period.
- (iv) Meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(C) Amend Article 7.02(d), (e), (e.1), (f), (g), (h) and (i) to read:

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

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

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

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

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

- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two (2) consecutive days of rest per week;

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and

(iv) not more than four (4) consecutive extended Shifts.

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

(h) Does not apply.

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

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

30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 22 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive extended Shifts;
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty;

Option II: Combination Regular Work Day and Option I Extended Work Day

FULL-TIME EMPLOYEES:

When a Full-time Employee is scheduled to work an extended work day under this Option, the provisions of Article 37, Option I, shall apply except as amended below. When a Full-time Employee is scheduled to work a regular work day under this Option, the provisions of Article 7: Hours of Work and Scheduling Provisions shall apply except as amended below.

(A) In addition to Article 7.01(a), regular hours of work for Full-time Employees, exclusive of meal periods, may be a consecutive time period of 11.625 hours per day;

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

7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall be 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule. Regular hours of work shall be 18 extended workday Shifts and three (3) regular workday Shifts in a six (6) week period. Other combinations of the number of extended workdays and regular workdays may be implemented with agreement between the Employer, the Employee and the Local and the agreement referred to in Article 37.01 shall reflect the agreement.

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

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

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

(B) at least 15 hours off duty on a Shift changeover between regular Shifts; and

(C) at least 15 hours off duty on a Shift changeover between a regular Shift and an extended Shift, or vice versa;

(ii) at least two (2) consecutive days of rest per week;

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement;
- (iv) not more than four (4) consecutive Shifts; and
- (v) Where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 37.02 Option II(C) 7.02(g) shall result in payment to the affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

PART-TIME EMPLOYEES:

When a Part-time Employee is scheduled to work an extended work day under this Option, the provisions of Article 37, Option I, shall apply except as amended below. When a Part-time Employee is scheduled to work a regular work day the provisions of Article 7: Hours of Work and Scheduling Provisions and Article 30: Part-Time, Temporary and Casual Employees shall apply except as amended below:

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

30.01(a) 7.01 (a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule. There shall be no more than three (3) regular workdays scheduled by the Employer in a six (6) week period. Other combinations of the number of extended workdays and regular workdays may be implemented with agreement between the Employer, the Employee and the Local and the agreement referred to in Article 37.01 shall reflect the agreement.

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

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

- (i) (A) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (B) at least 15 hours off duty on a Shift changeover between a regular Shifts; and
- (C) at least 15 hours off duty on a Shift changeover between a regular Shift and an extended Shift, or vice versa;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 21 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive Shifts.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

Option III: 9.75 Hour Extended Work Day

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 9.75 hours per day; and
 - (ii) be 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift; and

- (ii) exclude, as scheduled by the Employer, one (1) meal period of 30 minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two (2) consecutive days of rest per week;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than five (5) consecutive extended Shifts.
- (v) Where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(h) Does not apply.

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

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

30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 12 in a four (4) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and

- (iv) not more than five (5) consecutive extended Shifts.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

Option IV: Alternate 11.625 Extended Work Day (4 On/4 Off)

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 11.625 hours per day;
 - (ii) be 38.75 hours per week averaged over one (1) complete Cycle of the 24-week Shift Schedule (2022.75 hours per year); and
 - (iii) not exceed 12.25 hours in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

- 7.01 (b) Regular hours of work shall be deemed:
- (i) to include a 20 minute rest period for each four (4) hours scheduled, two (2) of which may be combined by agreement between the Employer and the Employee; and
 - (ii) to exclude a meal period of 30 minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
 - (iii) Where in-hospital time is 12.25 hours as determined by the start and finish of the Shift, 7.5 minutes of unpaid time will be scheduled by the Employer in combination with a meal break or rest period.

- (iv) Meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(C) Amend Article 7.02(d), (e), (e.1), (f), (g), (h) and (i) to read:

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

- (i) permanent days, or
- (ii) permanent nights (Employee request only),
or
- (iii) days and nights rotation as follows:
 - (1) two day Shifts followed by two night Shifts; or
 - (2) three day Shifts followed by one night Shift; or
 - (3) a combination of (1) and (2) above.

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

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

- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) not more than four consecutive extended Shifts followed by at least four consecutive days of rest, ensuring a minimum of 95.75 hours off duty;

(iii) four additional days of rest scheduled within the 24-week Shift Cycle; and

(iv) at least 25% of weekends off duty in each 24-week Shift Cycle. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated day of rest when designated days of rest fall on a weekend.

(h) Does not apply.

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

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

30.01 (a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the 24-week Shift Schedule.

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

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

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

- (ii) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week;
- (iii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 88 in a twenty-four (24) week period.
Immediately following a block of Night Shifts an Employee may work until the completion of their scheduled Night Shift on their first Designated Day of Rest; this shall be counted as a Designated Day of Rest though not labelled as such. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required; and
- (iv) at least 25% of weekends off duty in each 24-week Shift Cycle. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated day of rest when designated days rest fall on a weekend.

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

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

5. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V to read:

Weekend Worker

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 11.625 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02 (C) (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

7. Sick Leave

- (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

Option II – Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

- 1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
- 2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- 3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

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

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

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

6. **SALARY APPENDIX**

Amend the Salary Appendix to add:

**Clinical Supervisor
Patient Care Coordinator
Donor/Recipient Coordinator**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2020	\$40.81	\$42.25	\$43.81	\$45.25	\$46.76	\$48.33	\$49.77	\$51.24	\$53.05
2% LSPA Rate	\$41.63	\$43.10	\$44.69	\$46.16	\$47.70	\$49.30	\$50.77	\$52.26	\$54.11
October 1, 2021	\$41.22	\$42.67	\$44.25	\$45.70	\$47.23	\$48.81	\$50.27	\$51.75	\$53.58
2% LSPA Rate	\$42.04	\$43.52	\$45.14	\$46.61	\$48.17	\$49.79	\$51.28	\$52.79	\$54.65
Jan. 27, 2022 (DOR)	\$42.04	\$43.52	\$45.14	\$46.61	\$48.17	\$49.79	\$51.28	\$52.79	\$54.65
2% LSRP Rate	\$42.88	\$44.39	\$46.04	\$47.54	\$49.13	\$50.79	\$52.31	\$53.85	\$55.74
September 1, 2022	\$42.57	\$44.06	\$45.70	\$47.19	\$48.77	\$50.41	\$51.92	\$53.45	\$55.33
2% LSRP Rate	\$43.42	\$44.94	\$46.61	\$48.13	\$49.75	\$51.42	\$52.96	\$54.52	\$56.44
April 1, 2023	\$43.42	\$44.94	\$46.61	\$48.13	\$49.75	\$51.42	\$52.96	\$54.52	\$56.44
2% LRSP Rate	\$44.29	\$45.84	\$47.54	\$49.09	\$50.75	\$52.45	\$54.02	\$55.61	\$57.57

**Nephrology Nurse
Clinician**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2020	\$40.72	\$42.20	\$43.74	\$45.18	\$46.71	\$48.23	\$49.70	\$51.20	\$52.99
2% LSPA Rate	\$41.54	\$43.04	\$44.61	\$46.09	\$47.64	\$49.19	\$50.70	\$52.21	\$54.05
October 1, 2021	\$41.13	\$42.62	\$44.18	\$45.63	\$47.18	\$48.71	\$50.20	\$51.71	\$53.52
2% LSPA Rate	\$41.95	\$43.47	\$45.06	\$46.54	\$48.12	\$49.68	\$51.20	\$52.74	\$54.59
Jan. 27, 2022 (DOR)	\$41.95	\$43.47	\$45.06	\$46.54	\$48.12	\$49.68	\$51.20	\$52.74	\$54.59
2% LSRP Rate	\$42.79	\$44.34	\$45.96	\$47.47	\$49.08	\$50.67	\$52.22	\$53.79	\$55.68
September 1, 2022	\$42.47	\$44.01	\$45.62	\$47.12	\$48.72	\$50.30	\$51.84	\$53.40	\$55.27
2% LSRP Rate	\$43.32	\$44.89	\$46.53	\$48.06	\$49.69	\$51.31	\$52.88	\$54.47	\$56.38
April 1, 2023	\$43.32	\$44.89	\$46.53	\$48.06	\$49.69	\$51.31	\$52.88	\$54.47	\$56.38
2% LRSP Rate	\$44.19	\$45.79	\$47.46	\$49.02	\$50.68	\$52.34	\$53.94	\$55.56	\$57.51

**ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HOSPITAL
EDMONTON AND UNITED NURSES OF ALBERTA, LOCAL #183**

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(B) Amend Article 7.02(g)(iii) to read:

- 7.02 (g) (iii) days of rest on two (2) weekends in a five (5) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;

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

The provisions of Article 30 shall be amended as follows:

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

- 30.01(b) (ii) an average of at least two (2) consecutive days per week, and a total of 10 days each five (5) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

(C) Amend Article 30.01(b) (iv) to read:

- 30.01(b) (iv) designated days of rest to occur on two (2) weekends in a five (5) week period, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

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

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

(E) Amend Article 30.03(a) by adding (v) to read:

- 30.03 (a) (v) A Casual Employee whose home site is Alberta Hospital Edmonton shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014.

(F) Amend Article 30.03(b) to read:

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

(G) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.

3. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V to read:

Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

4. EXTENDED WORK DAY

The provisions of Article 37 shall apply except as amended below:

(a) Amend 37.02: 7.01(a) to read:

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

- (i) 11.08 hours per day; and
- (ii) 38.78 hours per week averaged over one (1) Shift cycle.

(b) Amend 37.02: 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each period of 3.875 hours of work; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods, each of 30 minutes each. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer; except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(c) Amend 37.02: 7.02(d), (e), (f), (g) and (h) to read:

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

- (i) permanent days;
- (ii) permanent nights (only by request of the Employee);

(iii) nights and days rotation.

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

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

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.
- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working pattern (ii), regardless of how long they have worked in that Shift pattern, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle provided that in the event of an emergency, or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each Shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below 1/2 when it is mathematically impossible to assign all available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between Shifts;
 - (ii) at least two (2) consecutive days of rest per week;
 - (iii) not more than four (4) consecutive 11.08 hour Shifts without days off; and
 - (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Full-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.
- (h) Article 7.02(h) shall not apply.
- (d) Amend 37.03: 8.01(a) to read:
 - 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 11.08 hours per day or on scheduled days of rest.

(e) **PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

(i) Hours of Work and Scheduling

Item 4(a) (c) shall apply, except as amended as follows:

(A) Amend Article 30.01(a): 7.01 (a) to read:

7.01 (a) (i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day and in any event, shall be less than 38.78 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

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

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

Amend Article 7.02(g) to read:

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

5. PARKING

An Employee shall not be charged a fee for parking space.

6. ADDICTIONS AND MENTAL HEALTH ACCESS 24/7

The parties agree that the provisions of Article 7: Hours of Work and Scheduling Provisions, Article 8: Overtime, and Article 30: Part Time Temporary and Casual Employees, as they apply to Employees of Addiction and Mental Health Access 24/7 shall be amended as follows:

(a) Hours of Work and Scheduling

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

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

- (i) be a consecutive time period of 9.75 hours per day; and
 - (ii) be 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Amend Article 7.01(b) in its entirety to read:
 - 7.01 (b) Regular hours of work shall be deemed to:
 - (i) include as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift; and
 - (ii) exclude, as scheduled by the Employer, one (1) meal period of 30 minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.
- (iii) Amend Article 7.02 (g), (h) and (i) to read:
 - 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two (2) consecutive days of rest per week;
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
 - (iv) not more than five (5) consecutive extended Shifts.

- (v) Where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(b) Overtime

Amend Article 8.01(a) to read:

- 8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of 9.75 hours or on scheduled days of rest.

(c) Part Time Temporary and Casual Employees

- (i) Amend Article 30.01(a); 7.01(a)(i) to read:

30.01(a); 7.01(a)(i)	Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
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- (ii) Amend Article 30.01(b) 7.02(g) to read:

30.01(b); 7.02(g)	Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
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- | | |
|-----|---|
| (i) | at least 22.5 hours off duty on a Shift changeover between extended Shifts; |
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- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 12 in a four (4) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than five (5) consecutive extended Shifts.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(iii) Amend 30.03(a)(v) to read:

30.03(a)(v) A Casual Employee whose home site is the Access 24/7 program shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as October 6, 2014). The Employer shall have available for each Casual Employee a calendar indicating the applicable four (4) week periods for calculating overtime.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - EDMONTON ZONE AND UNITED NURSES OF ALBERTA, LOCAL #196 (COMMUNITY)

1. EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND

A payroll deduction in the amount of 1/4 of 1% shall be made from the wages of all Employees covered by this Local Condition. Such deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary/Treasurer of the Fund at the end of each pay period, together with a list of Employees from whom deductions have been made.

2. CLASSIFICATION

A Nurse II shall be classified as an Assistant Head Nurse.

Article 16.01(a) shall not apply to Nurse II (Assistant Head Nurse) classification.

3. REGIONAL CONTINUING CARE SERVICES (RCCS)

The parties agree that the provisions of Article 7: Hours of Work and Scheduling Provisions and Article 30: Part-time, Temporary and Casual Employees, as they apply to Employees of Regional Continuing Care Services (RCCS), shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

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

- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(B) Part-Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

7.01(a) (i) Regular hours of work for Part-time Employees exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

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

(iii) Amend Article 30.03(b) to read:

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

(C) Red Circle

(i) The parties agree that if, after an Employee has been placed on the Salary Appendix as per Article 27: Recognition of Previous Experience, their current rate of pay, minus applicable Educational Allowances, is higher than the rate set out in the Salary Appendix, the Employee's rate of pay shall be red-circled.

(ii) An Employee whose rate has been red-circled will have their rate of pay reviewed annually on the Employee's anniversary date or at such time as they are entitled to an increment as per Article 30: Part-time, Temporary and Casual Employees.

(iii) An Employee whose rate of pay has been red-circled shall remain red-circled until the rate of the "Salary Appendix" equals or exceeds their red-circled rate.

4. **CHOICE**

The parties agree that the provisions of Article 7: Hours of Work and Scheduling Provisions, Article 9: On-Call Duty/Call Back and Article 30: Part-time, Temporary and Casual Employees, as it applies to Employees working in the CHOICE program, shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

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

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

(i) 7.75 consecutive hours per day; and

(ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

7.02 (f) Unless otherwise agreed in writing by the Local and the Employer, Employees working Shift patterns 7.02(d) (v), shall be assigned day duty at least 28% of the time during the Shift cycle. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.

(B) On-Call/Call Back

Amend Article 9.02(d)(iii) to read:

9.02(d) (iii) not more than two (2) weekends in a four (4) week period.

(C) Part-time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Amend Article 30.01(c) (i) to read:
- 30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (iii) Amend Article 30.03(b) to read:
- 30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.

ADDENDUM D: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - EDMONTON ZONE AND CRITICAL CARE EDUCATION PROGRAM AND THE EMERGENCY ORIENTATION PROGRAM

Whereas it is the intention of the parties to support clinical staff in the Critical Care Orientation Program and the Emergency Orientation Program, the parties agree as follows:

1. The Employer agrees to fund Employees approved by the Employer and accepted into the Critical Care Orientation Program or the Emergency Orientation Program up to a maximum of \$4,000. Should the cost of the programs increase, the Employer agrees to increase the amount of funding to cover the cost of the programs.
2. Funded Employees can anticipate a 12 month return-for-service commitment with the Employer by signing the Alberta Health Services Return Service Commitment agreement. This Return Service Commitment agreement commences following completion of the program, inclusive of the clinical practicum and the trial or probation period as applicable, which is to be completed with the Employer within the Critical Care Department or the Emergency Department.

3. Should the Employee terminate employment with the Employer before the completion of the 12 month return service commitment, the funds referred to in paragraph 1 will immediately become due and payable to the Employer. The amount to be repaid to the Employer will be prorated by multiplying the amount of the loan by the ratio of months remaining in the above mentioned period to the total number of months mentioned above. The Employee agrees that the Employer reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from the final pay advice.
4. The Employer agrees to pay the Employee at their Basic Rate of Pay for attendance in the program. Part-time Employees attending the program on a full-time basis will be paid at their Basic Rate of Pay for all hours in attendance, not to exceed a 1.0 FTE.
5. Funded Employees will be selected for Full-time or Part-time positions in accordance with Article 14: Promotions, Transfers & Vacancies. All provisions of the Collective Agreement apply during the term of paid education leave, except Article 14.07(a) for internal applicants and Article 11.01 for external applicants. Under this agreement, trial period or probationary period commence after completion of the program inclusive of the clinical practicum.

ADDENDUM E: LETTER OF AGREEMENT BETWEEN STOP COLORECTAL CANCER THROUGH PREVENTION AND EDUCATION (SCOPE) PROGRAM AND UNITED NURSES OF ALBERTA, LOCAL #196 (COMMUNITY)

The Parties agree that Employees of the SCOPE program shall maintain their current, amended, Article 7: Hours of Work and Scheduling Provisions and Article 30: Part-time, Temporary and Casual, as noted below, for the life of the current Collective Agreement between Alberta Health Services and United Nurses of Alberta.

A. Hours of Work and Scheduling Provisions

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

- 7.01 (a) Regular hours of work for Full-time Employees exclusive of meal periods shall be:
- (i) 7.75 consecutive hours per day; and
 - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

B. Part-time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in an event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Amend Article 30.01(c)(i) to read:
- 30.01 (c) (i) Part-time Employees shall be entitled to an increment upon the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of 1,829 regular hours actually worked to the maximum increment granted Full-time Employees.
- (iii) Amend Article 30.03(b) to read:
- 30.03 (b) Casual Employees shall be entitled to an increment upon the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

V. Alberta Health Services - North Zone

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - NORTH ZONE AND UNITED NURSES OF ALBERTA

Letter of Understanding Re: Northern Incentive Program

1. An Employee employed at a work site between the 55th and 57th parallel will be eligible to receive a Remote Retention Allowance of \$3,000 per year prorated for non Full-time Employees. The Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of Remote Retention Allowance.
2. An Employee employed at a work site north of the 57th parallel will be eligible to receive a Northern Allowance of \$6,300 per year prorated for non-Full-time Employees. The Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of Northern Allowance.

3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance of \$12,480 per year prorated for non-Full-time Employees. The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance.
4. Regular and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the 57th parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of \$1,235 per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.
5. The Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes.
6. The Employer reserves the right to amend or terminate with 90 days' notice.

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - NORTH ZONE AND UNITED NURSES OF ALBERTA, LOCAL #162 (COMMUNITY)

1. HOURS OF WORK

- (a) The parties agree that the following Hours of Work provisions for nurses previously covered by Addendum S, Multi-Employer/UNA Community Collective Agreement April 1, 2001, to March 31, 2003, shall remain in force and effect until March 30, 2024 or such longer period as the parties may agree.

7.01 Regular Hours of Work

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

- (a) 7.5 consecutive hours per day;
- (b) 37.5 hours per week;
- (c) regular hours of work shall include two (2) consecutive days of rest per week; and

- (d) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.
 - (e) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions under this Local Condition with days of rest on weekends, shall continue to apply unless the delivery of client care requires a change, and if so, it shall change only to the extent necessary.
- 7.02
- (a) Regular hours of work shall be deemed to exclude an unpaid meal period of 30 minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours.
 - (b) The 30 minute meal break identified in Article 7.02(a) may be extended to 60 minutes by mutual agreement between the Employee and the Employer provided the 7.5 hours identified in Article 7.01(a) are worked on that day.
 - (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (d) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period later in the Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) the rest period, at 2X the Employee's Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.02(c), at 2X the Employee's Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is entitled to be paid, at 2X the Employee's Basic Rate of Pay.
- 7.03
- Regular hours of work shall be deemed to include one (1) rest period of 15 minutes during each period of 3.75 hours worked.

- 7.04 Regular hours of work shall be scheduled by the Employer to fall between the hours of 0800 hours and 2200 hours. Such hours of work shall not exceed the provision in Article 7.01(a) above in any one (1) day.
- 7.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, there will be at least 10 hours off duty between Shifts.
- 7.06 The normal range of hours identified in Article 7.04 may be altered by mutual agreement between the Employee and the Employer.
- 7.07 The two (2) consecutive days of rest in Article 7.01(c) can be altered by mutual agreement between the Employer and the Employee.
- 7.08 Shift schedules shall be posted six (6) weeks in advance. Notwithstanding the foregoing, the Shift schedule may be posted with less than six (6) weeks' notice by mutual agreement between the Employee(s) and the Employer.
- 7.09 If, in the course of a posted schedule, the Employer changes the Employee's Shift start time by two (2) hours or more the Employee shall be paid at the rate of 2X the Employee's Basic Rate of Pay for all hours worked on that Shift unless at least seven (7) calendar days' notice of such change has been given.
- 7.10 Notwithstanding Article 7.09, changes to the posted Shift schedule may be made without penalty at any time by mutual agreement of the Employee and the Employer.
- 7.11 In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's Basic Rate of Pay.
- 7.12 Employees may exchange Shifts among themselves with the written approval of their supervisor. In the event that it is not possible to get approval in writing, the verbal approval of their supervisor will be considered sufficient. Such verbal approval must be confirmed in writing.
- 7.13 Time spent travelling to provide programs and patient/resident/client care shall be considered hours worked and paid at the applicable rate.

ADDENDUM C: LETTER OF UNDERSTANDING BETWEEN ALBERTA HEALTH SERVICES AND UNITED NURSES OF ALBERTA RE: RETENTION AND RECRUITMENT INITIATIVES – NORTH OF THE 57TH PARALLEL

WHEREAS the parties agree that:

- Staffing for health care facilities and programs located north of the 57th parallel has been a chronic challenge in terms of recruitment and retention of regular employees.
- AHS and UNA agree that it is preferable to utilize AHS Regular Employees to provide staffing for facilities and programs operating north of the 57th parallel and that the mutual benefits to an internal approach include:
 - improved quality and continuity of patient/client/resident care;
 - reduced costs;
 - employee morale and engagement;
 - fairness and equity.

Retention and Recruitment

In addition to the terms and conditions of the AHS/UNA Collective Agreement and the payments under the AHS Northern Incentives Program, the following payments and benefits shall be provided to Regular Employees working at, or at or out of, sites located north of the 57th Parallel:

1. Retention and Recruitment Payments

- (a) An annual Retention Payment of \$2,500.00 shall be paid to all Regular Full-time Employees of AHS working at, or at or out of, sites located north of the 57th parallel.

For Regular Employees who have not been employed for the full three-month fiscal quarter, the initial quarterly installment of the Retention Payment to such Employees shall be prorated based on the Regular Employee's commencement date.

This payment shall also be pro-rated on the basis of FTE for Regular Part-time Employees

This Retention Payment shall be subject to all statutory deductions.

This annual payment will be paid in quarterly installments of \$625.00 to eligible Employees who are employed as of the last day of each fiscal quarter (i.e. March 31st, June 30th, September 30th and December 31st).

Retention payments are paid following completion of the fiscal quarter.

- (b) A one-time Recruitment Payment of \$2,500.00 shall be paid to new Regular Full-time Employees upon commencement of employment with AHS in a position at, or at or out of, a site north of the 57th parallel, to be paid in quarterly installments of \$625.00 over the first year of employment. This payment is to be made following the completion of each fiscal quarter.

Regular Employees with a home site located north of the 57th parallel are not eligible for this one-time Recruitment Payment.

This Recruitment Payment shall be prorated on the basis of FTE for new Regular Part-time Employees.

Employees receiving this Recruitment Payment are required to sign a one-year Return Service Commitment with AHS, working north of the 57th Parallel. Employees receiving this Recruitment Payment who leave the employment of AHS, or take another position with AHS south of the 57th parallel prior to conclusion of the one year period, shall be required to repay the Recruitment Payment in an equivalent proportion to the proportion of the one-year service period that was not fulfilled. The Return Service Commitment will be extended to incorporate any unpaid leaves in excess of 30 consecutive calendar days taken during the first year of employment.

This Recruitment Payment is paid as a non-pensionable bonus payment.

2. Additional Northern Professional Development Leave

Additional Northern Professional Development Leave is five days of paid leave for purposes of professional development for Regular Employees who are employed as Regular Employees at, or at or out of, a site north of the 57th parallel. These five professional development days are provided in addition to the professional development and in-services provided for under Article 35 of the Collective Agreement.

The additional five days of paid professional development leave per calendar year shall be available to all Regular Employees who have been employed at, or at or out of, a site north of the 57th parallel for at least one full year.

The Additional Northern Professional Development Leave will be pro-rated for new hires based on the number of months employed in the calendar year prior to each January 1st.

An Employee must obtain prior authorization for the Additional Northern Professional Development Leave. The Employer shall take reasonable steps to allow Employees time off work to participate in such professional development.

The Additional Northern Professional Development Leave must be taken in the year following the year in which it was earned. This leave will not be paid out at the end of the year, nor will it carry forward to the following year.

3. **Trips Out of the North**

Regular Employees employed at, or at or out of, sites located north of the 57th parallel are eligible for one return trip out per calendar year, up to a value of \$1,235.00 per Employee to help address the issues associated with living and working in these northern communities. This trip is in addition to the annual reimbursement for personal travel provided under the AHS Northern Incentive Program and is taxable. Reimbursement for expenses associated with trips out will be paid upon the submission of eligible receipts and will be paid for trips of Regular Employees and/or their eligible dependent(s) if the regular Employee accompanies the eligible dependent. Eligible dependents are those that meet the definition of dependent under the Supplementary Health Care and Dental Plans provided under Article 21. If the Employee chooses to utilize their private vehicle for the trip out, an expense claim for the applicable mileage, up to the maximum \$1,235.00 amount shall be submitted for reimbursement. Eligible expenses include both transportation and non-transportation expenses, the latter of which includes but are not limited to accommodations and meals in accordance with the AHS Travel, Hospitality and Working Session Expenses – Approval, Reimbursement and Disclosure Policy (#1122) and the Travel User Guide of the Employer.

Notwithstanding the above, the Regular Employee will be allowed this trip out to bring an eligible dependent into the community north of the 57th parallel, without the requirement of being accompanied by the Regular Employee.

Employees with an unpaid leave of absence for a period of greater than 30 consecutive days, will not be eligible for a trip out for the six months in which the absence occurs. This shall not apply to Employees receiving Short Term or Long Term Disability benefits, or during the health-related portion of Maternity Leave, where the Trip Out is for medical purposes.

Trips out that have not been utilized within the calendar year will not be carried forward into the next calendar year. For those trips that span two calendar years, the trip out shall be considered as being utilized in the calendar year during which the trip commences.

Employees will advise the Employer of taking a trip out that they plan to claim reimbursement for under these provisions.

4. **Community Support for Retention and Recruitment**

AHS and UNA agree to work jointly and with the communities and businesses located north of the 57th parallel to identify potential opportunities for the development of community programs, including access to recreational programs and facilities and discounts with local businesses to further support and enhance the retention and recruitment of AHS Employees to work in locations north of the 57th parallel.

5. **Term of Agreement**

This Letter of Understanding shall expire on March 31, 2024.

VI. ALBERTA HEALTH SERVICES - COMMUNITY MENTAL HEALTH CLINICS

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - COMMUNITY MENTAL HEALTH CLINICS (PREVIOUSLY TRANSFERRED FROM THE FORMER MENTAL HEALTH BOARD IN APRIL 1, 2003)

1. HOURS OF WORK AND SCHEDULING

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

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

- (i) 7.75 hours per day;
- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (iii) Employees at date of ratification of these Local Conditions who work 7.25 hours per day, 36.25 hours per week shall be able to maintain such hours of work.

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

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

- (i) at least two (2) consecutive days of rest;
- (ii) not more than seven (7) consecutive days of work;
- (iii) no split Shifts.

(c) Article 7.02(h) shall not apply.

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(a) Hours of Work and Scheduling

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

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

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

7.01(a) (i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

Amend Article 7.02(g) to read:

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

(i) not more than seven (7) consecutive days of work;

(ii) no split Shifts;

(b) Increment Accrual

Amend Article 30.01(c) to read:

30.01 (c) Part-time Employees shall be awarded salary increments upon the completion of 2022.75 or 1892.5 hours of work as applicable.

(c) Amend Article 30.03 (a) by adding (v) to read:

30.03 (a) (v) Where the hours of work and scheduling provisions of this addendum apply, a Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014.

(d) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

30.03 (b) A Casual Employee shall be eligible to advance from the Employee's current Basic Rate of Pay to the Basic Rate of Pay at the next increment of the salary scale on completion of 2022.75 or 1892.5 hours of work as applicable.

3. The parties agree that the above conditions are intended to apply to Community Health Clinics previously operated by the Mental Health Board and transferred to Alberta Health Services. The Employer believes this Local Condition is applicable at the following sites:

Airdire - Provincial Building Banff Mental Health Clinic Black Diamond - Oilfields General Hospital Bonnyville New Park Place Brooks Community Mental Health Clinic Calgary - Central Calgary Mental Health Clinic Calgary - Northeast Calgary Mental Health Clinic Calgary - Northwest Calgary Mental Health Clinic Camrose Addiction and Mental Health Centre Canmore Mental Health Clinic Chestermere Mental Health Clinic Claresholm Care Centre Claresholm - Mental Health Clinic Cochrane Mental Health Clinic Consort Community Health Centre Drayton Valley Community Health Centre Didsbury Mental Health Clinic Drumheller Mental Health Clinic Edmonton - Northgate Centre Edmonton - Forensic Assessment and Community Services Edmonton - 108 th Street Community Mental Health Clinic Edmonton- Rutherford Health Centre Fort McMurray - Northern Lights Regional Hospital (3 rd floor) Fort Saskatchewan - Sheritt Health Centre Grande Cache - Pine Plaza Building Grande Prairie - Nordic Court Hardisty Health Centre High Level - Northwest Health Centre	High River Mental Health Clinic Hinton Community Health Services Killam - 4811 49 Avenue Lac La Biche Provincial Building Lacombe Mental Health Centre Lethbridge- Provincial Building Leduc - Hope Centre Building Medicine Hat - Provincial Building Medicine Hat - Seniors Health Program Morinville - Provincial Building Okotoks Mental Health Clinic Olds - Provincial Building Olds Hospital and Care Centre Peace River Mental Health Clinic Ponoka- Provincial Building Provost Provincial Building Red Deer - 49 Street Community Health Centre Red Deer - Provincial Building Rimbey Hospital and Care Centre Rocky Mountain House Health Centre Sherwood Park - Strathcona Community Hospital Spruce Grove - Stan Woloshyn Building St. Therese/St. Paul Healthcare Centre St Albert - Provincial Building Stettler Hospital and Care Centre Strathmore Mental Health Clinic Stony Plain - Westview Health Centre Sylvan Lake Community Health Centre Three Hills Mental Health Clinic Vegreville Community Health Centre Vermillion Provincial Building Wainwright Provincial Building Wetaskiwin - Provincial Building
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UNA does not agree that all of the above are the appropriate sites. The parties agree to attempt to reach agreement on which sites are properly covered by this Local Condition. If unable to reach agreement, the parties will utilize a mediation/arbitration process using one of the individuals named in Article 32.11. The parties agree that the existing terms and condition will apply at the above named sites until this matter has been resolved.

VII. Alberta Health Services - Cancer Care Alberta

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO ALBERTA HEALTH SERVICES - CANCER CARE ALBERTA AND UNITED NURSES OF ALBERTA, LOCAL #302N AND #302S

1. HOURS OF WORK AND SCHEDULING PROVISIONS

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

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

(i) 7.75 consecutive hours per day;

(ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

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

7.02 (g) (iv) not more than seven (7) consecutive scheduled days of work.

(c) Article 7.02 (g) (v) and 7.02(h) shall not apply.

(d) Notwithstanding Articles 7.01, 7.03 and 7.04(a), Employees may work flexible hours by written agreement between the Local and the Employer.

2. EDUCATION ALLOWANCE

Where an Employee employed on June 30, 2010, was receiving more than one (1) educational allowance pursuant to Article 26.03 of the Alberta Cancer Board/UNA Collective Agreement (expiring March 31, 2010), such Employee shall continue to receive such educational allowances provided they continue to meet the criteria for payment of a clinical course pursuant to Article 26.02. Article 26: Educational Allowances of this Collective Agreement shall apply to all Employees hired after the Effective Date.

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

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

(a) Hours of Work

Amend Article 7.01(a) to read:

7.01 (a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

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

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

7.02 (g) (ii) an average of at least two (2) consecutive days per week shall be scheduled as designated days of rest;

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

7.02 (g) (iii) not more than seven (7) consecutive scheduled days of work.

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

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(e) Amend Article 30.03(a)(v) to read:

30.03 (a) (v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014.

(f) Amend Article 30.03(b) to read:

(b) Increment Accrual

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

4. **EXTENDED WORK DAY**

(a) Amend Article 37.01 to read:

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

- (i) applicable nursing unit;
- (ii) applicable positions; and

(iii) applicable extended work day option.

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

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

(b) Amend Article 37.02 to read:

(i) Amend Article 7.01 to read:

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

- (i) be a combination of Shifts of 11.5 consecutive hours per day and 7.75 consecutive hours per day; or be 9.75 consecutive hours per day;
- (ii) be 38.75 hours per week averaged over one (1) Cycle of the Shift Schedule; and
- (iii) except where overtime is necessitated, not exceed 12.25 hours per day of in-hospital time, as determined by the start and finish times of the Shift.

(ii) Amend Article 7.02 to read:

7.02 (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.

- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to the requirements of Article 7.02(a).
- (d) The Shift patterns which may be available are:
 - (i) Permanent days
 - (ii) Permanent nights (only by request of Employee)
 - (iii) Nights and days rotation

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(iii) which begins with night Shifts.

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or for a Named Holiday that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule.

Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- (f.1) Does not apply.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) at least two (2) consecutive days of rest per week;
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time must be at 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective agreement; and
 - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
 - (h) Violation of any provision of Article 37.02: 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (iii) Amend Article 30.01(a): 7.01(a)(i) to read:
- 30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.5 hours per day and, in any event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.
- (iv) Amend Article 30.01(b): 7.02(g) to read:
- 30.01(b) 7.02(g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
 - (ii) an average of three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive;

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective agreement; and

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

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

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

(ii) Notwithstanding Article 8.01(a)(i), where an Employee works a combination of extended working days and regular working days pursuant to Article 37.01(a), overtime is all time authorized by the Employer and worked by the Employee in excess of the daily hours posted in the schedule, or on scheduled days of rest.

(d) Amend Article 37.15 to read:

Amend Article 30.01(f) to read:

19.02 (a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.

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

(e) Amend Article 37.17 to read:

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

5. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V to read:

Weekend Worker

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 11.5 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
 - (b) 30.67 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. The scheduling provisions of Article 37.02(C) shall apply, except that Article 37.02(C) 7.02(g)(iii) and (g)(v) shall not apply.
4. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
5. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
6. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 37.10, 37.11 and 37.12.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
7. Shift Differential and Weekend Premium

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

8. Letter of Portability

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

9. Pension

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

Option II – Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with this Local Condition.

- (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

7. Sick Leave

- (a) Sick leave accrual shall be determined in accordance with Article 19.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

6. **LETTER OF UNDERSTANDING RE: BASIC LIFE INSURANCE - CURRENT CANCER CARE ALBERTA EMPLOYEES**

Effective the first of the month following 90 days after the Date of Ratification, or January 1, 2015, whichever is later, all eligible Employees shall be enrolled in the new consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan). The Plan is compulsory and includes Basic Life Insurance (1X basic annual earnings rounded to next highest \$1,000).

Recognizing that as of the Date of Ratification, Employees within the Cancer Care Alberta program at the following sites have Basic Life Insurance (3X basic annual earnings rounded to next highest \$1,000):

Central Alberta Cancer Centre, Cross Cancer Institute, Grande Prairie Cancer Centre, Holy Cross Site Phase II, Jack Ady Cancer Centre, Margery E. Yuill Cancer Centre, Sunlife Place, Tom Baker Cancer Centre.

For those Employees, the parties agree as follows:

1. Said Employees will transition into the consolidated HBTA Plan, but will maintain their Basic Life Insurance (3X basic annual earnings rounded to next highest \$1,000) as noted above for as long as they continue to remain employed in the Cancer Care program of Alberta Health Services. The premiums shall continue to be cost-shared with the Employer paying 75% of the premium costs.
2. All Employees within the Cancer Care program hired or transferred into a benefit eligible position after the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan) has been implemented will be enrolled on the Plan, in accordance with Article 21.01(c). This paragraph 2 does not apply to an Employee to whom paragraph 1 applies, and who is subsequently transferred within the Cancer Care program.
3. An Employee covered by #1 above who transfers out of one (1) of the Cancer Care Sites as noted above, will be enrolled on the standard HBTA Benefits Plan effective the date of transfer.

VIII. Alberta Health Services – Addiction And Mental Health (Formerly AADAC)

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO EMPLOYEES AT THE LANDER TREATMENT CENTRE (CLARESHOLM), RENFREW RECOVERY CENTRE (CALGARY), OPIOID DEPENDENCY PROGRAM (CALGARY), ADDICTION RECOVERY CENTRE (EDMONTON), HENWOOD TREATMENT CENTRE (EDMONTON), OPIOID DEPENDENCY PROGRAM (EDMONTON), NORTHERN ADDICTION CENTRE/BUSINESS AND INDUSTRY CLINIC (GRANDE PRAIRIE)

1. RE: EXTENDED WORK DAYS

Amend Article 37.01 to read:

- 37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days or a combination of extended working days and regular working days of 7.75 hours, and a resultant compressed work week, they shall evidence such agreement by signing document indicating:
- (i) applicable nursing unit; and
 - (ii) applicable positions; and
 - (iii) applicable extended work day option in Article 37.02, or combination of applicable extended work day option in Article 37.02 and regular working days.

IX. ALBERTA HEALTH SERVICES – CORRECTIONS SERVICES

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO EMPLOYEES AT PEACE RIVER CORRECTIONAL CENTRE, FORT SASKATCHEWAN CORRECTIONAL CENTRE, EDMONTON REMAND CENTRE, EDMONTON YOUNG OFFENDERS CENTRE, RED DEER REMAND CENTRE, CALGARY CORRECTIONAL CENTRE, CALGARY REMAND CENTRE, CALGARY YOUNG OFFENDER CENTRE, MEDICINE HAT REMAND CENTRE, AND THE LETHBRIDGE CORRECTIONAL CENTRE

1. ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

A. Article 7: Hours of Work and Scheduling Provisions shall be amended as follows:

7.01 Regular Hours of Work

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
 - (i) 7.75 consecutive hours per day; and
 - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

7.02 Shift Schedules

- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15 hours off duty between Shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on two (2) weekends in a five (5) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;
 - (iv) not more than six (6) consecutive scheduled days of work.
 - (v) shall not apply.

B. “6 On /3 Off” Schedule

- (a) Within four (4) weeks of the Date of the Arbitration Award (March 7, 2011), an Employee who was working a “6 on/3 off” schedule (6/3 Schedule) on the Award Date may make a request to the Employer to continue their 6/3 Schedule.
- (b) The Employer may agree to such request, which shall not be unreasonably withheld. When considering whether to agree to such a request, the Employer may take into account such factors as added operational costs, or operational inefficiencies (including, but not limited to, the creation of small FTEs as a result of continuing the 6/3 Schedule), or both.
- (c) Where the Employer and Employee mutually agree to continue the 6/3 Schedule, it is understood that such agreement:
 - (i) may result in a reduction in the Employee’s FTE, in which case, the Employee agrees to such FTE reduction, and that the FTE reduction will not trigger Article 15: Layoff and Recall; and
 - (ii) shall not require the Employer to provide extra hours to the Employee in order for the Employee to maintain their original FTE.
- (d)
 - (i) Either the Employer or the Employee may provide notice of intention to terminate the 6/3 Schedule. The Employer shall give effect to the request within 16 weeks of receiving such notice.
 - (ii) Pursuant to Article 14.14(b), an Employee may request to increase their regular hours of work.

C. Article 30: Part-Time, Temporary And Casual Employees, shall be amended to read as follows:

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

- (i) Hours of Work

Amend Article 7.01(a) to read:

- 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 per week averaged over one (1) complete Cycle of the Shift Schedule.

- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
 - (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
 - (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
 - (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (b) Amend Article 30.01(b) to read:
- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 15 hours off duty between Shifts;
 - (ii) an average of at least two (2) consecutive days per week, and a total of 10 days each five (5) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required; and
 - (iii) not more than six (6) consecutive scheduled days of work; and

- (iv) designated days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend.

Amend Article 30.01(c) to read:

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

Amend Article 30.03(a)(v) to read:

- 30.03 (a) (v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014. The Employer shall have available for each Casual Employee a calendar indicating the applicable four (4) week periods for calculating overtime.

Amend Article 30.03(b) to read:

30.03 (b) Increment Accrual

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

D. Article 37: Extended Work Day shall be amended to read as follows:

(a) Amend Article 37.01 to read:

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

- (i) applicable correctional services facility;
- (ii) applicable positions; and
- (iii) applicable extended work day option.

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

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

(b) Amend Article 37.02 as follows:

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

Option I: 11.25 Hour Extended Work Day

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

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

- (i) be a consecutive time period 11.25 hours per day;
- (ii) be 39.375 hours per week averaged over one (1) complete Cycle of the Shift Schedule (2022.75 hours per year); and
- (iii) except where overtime is necessitated, not exceed 12.25 hours per day of facility time, as determined by the start and finish times of the Shift,

(B) Amend Article 7.02(d) to include:

7.02 (d) (iv) days and evenings rotation.

(C) Amend Article 7.02 (g) to read:

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two (2) consecutive days of rest per week;

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive extended Shifts nor more than five (5) extended Shifts per week.

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

30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.25 hours per day and, in any event, shall be less than 39.375 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 21 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive extended Shifts.

(F) Amend Article 37.03 to read:

- 8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of the regularly scheduled daily hours specified in Item 1.E.(b)(A)(i), or on scheduled days of rest.

- (G) Amend Article 37.17 to read:

A Casual or Part-time Employee who works an extended work day Shift shall be paid at the overtime rate for time worked in excess of 7.75 hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent for any reason; in which case, 2X the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified above in Item 1.E.(b)(A)(i).

Option II: 9.75 Hour Extended Work Day

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

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

- (i) be a consecutive time period of 9.75 hours per day; and
- (ii) be 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) include as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, one (1) meal period of 30 minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two (2) consecutive days of rest per week;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than five (5) consecutive extended Shifts.
- (v) Where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

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

30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 39 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 12 in a four (4) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than five (5) consecutive extended Shifts.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

2. LETTER OF UNDERSTANDING RE: PARKING FOR CORRECTIONS NURSES

1. For so long as the Department of Solicitor General and Public Services (SGPS) provides parking at its facilities at no cost to Alberta Health Services (AHS) for the use of Corrections Nurses, AHS will not charge any fees to Corrections Nurses for such parking.

2. If SGPS begins charging AHS for use of parking by the Corrections Nurses, AHS will charge the Corrections Nurses in accordance with its parking policies. No charge will be made for any parking where Article 10.06 of the Collective Agreement applies.

X. Alberta Health Services - Edmonton Zone & Covenant Health

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #301 (UNIVERSITY OF ALBERTA HOSPITAL), LOCAL #33 (ROYAL ALEXANDRA HOSPITAL), LOCAL #32 (GLENROSE REHABILITATION HOSPITAL), LOCAL #85 (STURGEON COMMUNITY HOSPITAL), LOCAL #62 (LEDUC COMMUNITY HOSPITAL), LOCAL #196 (COMMUNITY CARE AND PUBLIC HEALTH SERVICES), LOCAL #11 (MISERICORDIA COMMUNITY HOSPITAL), LOCAL #79 (GREY NUNS COMMUNITY HOSPITAL/EDMONTON GENERAL CONTINUING CARE CENTRE)

1. TERM OF ADDENDUM

- (a) This Addendum shall form part of the Collective Agreement currently in effect between the parties. Notwithstanding the preceding, any party to this Addendum may terminate the Addendum by providing at least 12 weeks' written notice to the other parties.
- (b) If any party wishes to amend or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend or renew the Addendum and they are unable to reach agreement, such dispute may, subject to 1(a) above, be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.

2. APPLICATION

- (a) In the event of a conflict between the terms of this inter-Employer Addendum and provisions contained in related intra-Employer Addenda, the provisions of the intra-Employer Addenda shall prevail.
- (b) In the event of a conflict between the terms of this Addendum and terms of the Collective Agreement which are not addressed in related intra-Employer Addenda, the terms of this Addendum shall prevail.

- (c) Notwithstanding anything in this Addendum or the operation of this Addendum, the parties agree that nothing contained in this Addendum, nor the operation of the provisions of this Addendum, may be relied upon by any of the parties in any common Employer application.

3. TRANSFER(S) OF PROGRAMS

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

4. EMPLOYEES WORKING IN OTHER SITES

Sharing of Expertise, Education, or Maintenance of Skills

- (a) Skill Maintenance

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

- critical care
- emergency
- Obstetrics
- Perioperative and/or recovery room

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

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

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

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

(b) Education

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

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

(c) Meetings

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

(d) Orientation

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

(e) "At or out of" Positions

An "at or out of" position is one where the Employee is required in the regular course of their duties to perform work at more than one (1) site on an unscheduled basis or to perform the Employee's duties at locations other than Employer sites where the Employer deems it appropriate because either:

- (i) Services are best delivered at places other than sites operated by the Employer, including schools, patients' homes, places of business etc., or
- (ii) the Service requires specialist Employees or involve a specialized or specific medical Service which, due to insufficient demand at one (1) location, is best delivered by the same Employees working "at or out of" a site or sites on an irregular basis.

"At or out of" Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not "at or out of" positions.

An Employee given a notice of change in position from an “at a site” position (whether single site or multi-site) to an “at or out of a site” position may accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

(f) Conditions

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

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

(g) No Layoffs

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

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

- (a) Employees from any bargaining unit may be assigned to work at any other bargaining unit for the purpose of providing assistance in emergency situations.

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

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

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

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

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

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

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

6. RENOVATIONS

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

- (a) The decisions regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.

- (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply between the Employers.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) above, shall have the right to exercise their rights pursuant to Article 15: Layoff and Recall, but not the right to severance, unless there is a permanent reduction in the number of Regular Employees.
- (c) If fewer Employees than required relocate temporarily, the sending Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union and Local agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another Employer provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights at that other Employer;
 - and

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

8. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains at another Employer after the provisions of Article 14: Promotions, Transfers & Vacancies (and any related Addenda) have been implemented, Employees from the other Employer have the right to apply for the vacancy at the other Employer. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer accrued seniority and pension entitlements, vacation entitlements and unused vacation up to one (1) year's entitlement and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to Article 14: Promotions, Transfers & Vacancies of the receiving Collective Agreement (and any related Addenda).
- (b) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) The Employer may choose to recruit to a position utilizing a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

9. **RECEIVING CLAUSE**

This Addendum shall apply to the University of Alberta Hospital, Royal Alexandra Hospital, Glenrose Rehabilitation Hospital, Sturgeon Community Hospital, and Leduc Community Hospital, and Alberta Health Services Community Care and Public Health Services, the Misericordia Community Hospital, Grey Nuns Community Hospital and Edmonton General Continuing Care Centre. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

10. **DISPUTE RESOLUTION MECHANISM**

- (a) If a grievance is filed regarding this Addendum notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (b) In addition, the parties agree to meet as may be deemed necessary, by either party, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.
- (c) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employers and Union, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

XI. Covenant Health

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #43, #70, #72, #79, #86, #99, #154, #192, #198)

1. **AMEND ARTICLE 21: EMPLOYEE BENEFITS AS FOLLOWS:**

21.01 The Employer shall provide the consolidated Covenant Health Benefits Plan (Plan). The Plan will be compulsory for all eligible Employees and will include the following:

- (a) The Supplementary Health Benefits Plan, substantially equivalent to the HBTB Plan as of the Date of Ratification inclusive of:
 - (i) vision care coverage providing for annual eye exams and up to \$600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and

- (ii) eighty (80%) direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel criteria that medication must be a substance:
 - (A) prescribed by a physician, dentist, pharmacist or nurse practitioner, to correct or treat a medical condition; that is
 - (B) based on a diagnosis made by a physician, dentist, or nurse practitioner; and
 - (C) which is required to be consumed (orally, by injection, absorbed or inhaled); and is
 - (D) dispensed by a pharmacist.
- (b) Alberta Health Care Insurance Plan;
- (c) Basic Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
- (d) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
- (e) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 7 day elimination period where applicable. The Short-term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 7 calendar day elimination period, the Short-term Disability shall commence on the 8th day following the commencement of non-hospitalized sickness);
- (f) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
- (g) The Covenant Health Consolidated Dental Benefits Plan or equivalent, inclusive of reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3,000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3,000 per insured person.

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

21.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.

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

21.05 The Employer shall:

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

21.06 Benefit Eligibility

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

- (a) Part-time Employees, whose regularly scheduled hours of work are fewer than 15 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (b) Temporary Employees, who are hired to work for a position of less than six (6) months;

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

21.07 Waiting Periods

Providing the Employee is actively at work:

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

21.08 Retiree Supplementary Health Care and Dental Coverage (ARTA Benefit Plan)

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

2. **RE: COVENANT HEALTH SITES WITH 100% HEALTH AND/OR DENTAL REIMBURSEMENT COVERAGE**

Effective the first of the month following 90 days after the Date of Ratification, or January 1, 2015, whichever is later, all eligible Employees shall be enrolled in the Covenant Health Consolidated Benefit Plan (the Plan). The Plan is compulsory and includes among other benefits, a Supplementary Health plan with 80% reimbursement for prescribed medication and a Dental Benefits plan that reimburses 80% of eligible Basic Services; 50% of eligible Extensive Services (maximum \$3,000 per insured person per benefit year) and 50% of eligible Orthodontic Services (lifetime maximum of \$3,000 per insured person).

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

Mineral Springs Hospital, Youville Home and Our Lady of the Rosary.

For these sites the parties agree as follows:

1. Employees employed at Covenant Health sites with 100% reimbursement for prescribed medication and/or 100% reimbursement for Basic dental services as of the Date of Ratification, will transition into the consolidated Covenant Health Plan, but will maintain their 100% reimbursement as noted above for all existing and new benefit eligible Employees at those sites.
2. Any Employee who transfers out of one (1) of the sites as noted above, but remains in the employ of Covenant Health, will be enrolled in the standard Covenant Health Consolidated Benefits plan in accordance with Articles 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer.
3. Notwithstanding item 1 above, Employees hired or transferred into a benefits eligible position at those sites noted above on or after January 1, 2017, will be enrolled in the standard Covenant Health Consolidated Benefits Plan in accordance with Articles 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer or hire.

ADDENDUM B: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #43, #70, #72, #79, #86, #99, #154, #192, #198)

“Bargaining Unit” shall mean the applicable Local of the United Nurses of Alberta.

1. TRANSFER(S) OF PROGRAMS

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

2. SERVICE RELOCATION

When the Employer delivers Services from more than one (1) site, and the Employer decides to relocate a Service to another site or sites, the Employer shall consult with the Union and Local and the affected Employee(s) to determine the willingness of such Employee(s) to be relocated.

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

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

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

3. EMPLOYEES WORKING IN OTHER BARGAINING UNITS

Sharing of Expertise, Education or Maintenance of Skills

(a) Skill Maintenance

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

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

Employees shall only be required to be assigned to the other Bargaining Unit for skill maintenance if the skill maintenance cannot be provided within the Employee's home Bargaining Unit.

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

(b) Education

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

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

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

(c) Meetings

Employees are permitted to attend meetings at another site not represented by their Bargaining Unit.

(d) Orientation

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

(e) “At or out of” Positions

An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one (1) site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:

- (i) Services are best delivered at a variety of places including sites operated by the Employer and places other than sites operated by the Employer, including schools, patients’ homes, places of business etc; or
- (ii) the Service requires specialist Employees or involve a specialized or specific medical Service which, due to insufficient demand at one (1) location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.

“At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.

An Employee given a notice of change in position from an “at” a site position (whether single site or multi-site) to an “at or out of a site” position may accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

(f) Special Procedures

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

(g) Conditions

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

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

(h) No Layoffs

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

4. **CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY BARGAINING UNIT**

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

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

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

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

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

5. MULTI-BARGAINING UNIT POSITIONS

- (a) The Employer shall endeavour to minimize the number of multi-Bargaining Unit positions. If the Employer desires to create multi-Bargaining Unit positions, such positions may only be created when operational requirements make this necessary. Multi-Bargaining Unit positions shall be defined as positions whose duties involve regularly, on a non-emergent basis, working at other sites. For the purposes of Article 7: Hours of Work and Scheduling Provisions, an Employee's schedule shall include Bargaining Unit.
- (b) Multi-Bargaining Unit positions shall be posted at all sites and all Employees in the other Bargaining Unit shall be treated as internal candidates. In filling multi-Bargaining Unit positions, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

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

6. RENOVATIONS

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

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) shall have the right to exercise their rights pursuant to the Article 15: Layoff and Recall Article within their home site, but not the right to severance, unless there is permanent reduction in the number of Regular Employees.
- (c) If fewer Employees than required relocate temporarily, the Employer shall have the right to create and fill equivalent positions in the receiving Bargaining Unit in accordance with the sending Bargaining Unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.

- (d) No Employee shall have an increase or decrease in regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall (except for day-to-day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending Bargaining Unit who transfer temporarily to the receiving bargaining unit may be integrated into the operations and rotations of the receiving Bargaining Unit.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union and Local(s) agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. DESIGNATED FLOAT POSITIONS

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three (3) sites, the furthest two (2) sites being no more than 100 kilometres apart, for the following purposes:
 - (i) Coverage for sick leave;
 - (ii) Coverage for vacation;
 - (iii) Coverage for approved leave of absence;
 - (iv) Coverage for educational programs;
 - (v) Coverage for those on skills maintenance;
 - (vi) Surges in workload;
 - (vii) Coverage for unanticipated absences.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
- (c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.

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

8. VOLUNTEERS FOR TEMPORARY ASSIGNMENTS

- (a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
 - (i) Sick leave;
 - (ii) Vacation;
 - (iii) Approved leave of absence;
 - (iv) Educational programs;
 - (v) Unanticipated resignation;
 - (vi) Recruitment difficulties; or
 - (vii) Skills Maintenance.
- (b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may seek an expression of willingness to accept such a position at some future date.
- (c) This will not be used for temporary positions which must be posted under Article 14.02.

9. PROMOTIONS, TRANSFERS AND VACANCIES

- (a) If a vacancy remains in another Bargaining Unit after the provisions of Article 14: Promotions, Transfer & Vacancy have been implemented, Employees from the other Bargaining Unit have the right to apply for the vacancy in the other Bargaining Unit. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer accrued seniority and pension entitlements, vacation entitlement and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to the Promotions, Transfers and Vacancies provision of the receiving Collective Agreement.
- (b) Employees are not required to resign their position at the original site in order to transfer their entitlements outlined in 9(a) above.
- (c) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (d) The Employer may choose to recruit to a position utilizing a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving Bargaining Unit and Collective Agreement.

10. **RECALL**

- (a) An Employee on layoff shall have the right to be recalled to the other Bargaining Unit provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights in the other Bargaining Unit; and
 - (iii) the Employer has been unable to fill the position through any recall or modified recall provisions which exist.
- (b) Recalls to the other Bargaining Unit shall be in order of seniority. If an Employee accepts recall to the other Bargaining Unit, the Employee shall transfer seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving Bargaining Unit.

- (c) An Employee shall have the right to refuse recall to the other Bargaining Unit without adversely affecting recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to the other Bargaining Unit, in respect of recall to an assignment of 14 calendar days or more, then the senior Employee on the recall lists at the other Bargaining Unit shall be provided another notice of recall, and if the Employee refuses the recall to the other Bargaining Unit, the Employee shall retain recall status at the Employee's home Bargaining Unit, but shall be deemed to have forfeited the right of recall to the other Bargaining Unit under this provision.

11. APPLICATION OF THE SALARY APPENDIX

- (a) Part-time or Casual Employees shall be entitled to advance to the next step on the salary grid upon the completion of 1920.75 hours paid at the Basic Rate of Pay in their first year of employment, and thereafter a further increment upon the completion of each period of 1711.50 hours actually worked at the Basic Rate of Pay up to the maximum increment.

Amend 30.01(c)(iv)(v)(A)(B) & 30.03(c)(ii)(iii)(A)(B) to read:

- (b) Part-time or Casual Employees who work at another site covered by the Multi-Employer/United Nurses of Alberta Collective Agreement may, once a year, provide proof of hours worked at the Basic Rate of Pay for that other Employer, or at another Covenant site and have those hours applied for the purpose of achieving further increments on the Salary Grid, up to the maximum increment. Hours worked in another Classification, providing it is work covered by this Collective Agreement, shall be included, however the Employee shall be paid in accordance with the wage rate of the classification of the position held by the Employee at the applicable site.
- (c) This provision shall come into effect upon Ratification of the Agreement and shall have limited retroactive application as follows:
 - (i) Prior to March 31, 2015, and upon proof of hours worked, Employees will be advanced to the highest step on the salary grid achieved working at another site, or for another Employer covered by this Collective Agreement.
 - (ii) After application of (c)(i) above, Employees can only advance one (1) step per year as a result of this provision.

12. ENTITLEMENT TRANSFER

- (a) Employees may port their entitlements in accordance with Addendum B, 9 (Promotions Transfer and Vacancies) without resigning their position with the other Employer.

- (b) Notwithstanding 12(a), if an Employee remains in a Regular or Temporary position at the original site, vacation and sick banks will not be transferred.

13. RECEIVING CLAUSE

This Addendum shall apply to:

- St. Joseph's Auxiliary Hospital (Edmonton)
- Misericordia Community Hospital (Edmonton)
- Grey Nuns Community Hospital/Edmonton General Continuing Care Centre (Edmonton)
- Youville Home (St. Albert)
- St. Mary's Hospital (Camrose)
- St. Joseph's Hospital (Vegreville)
- Bonnyville Healthcare Centre (Bonnyville)
- Our Lady of the Rosary Hospital (Castor)
- Killam Health Centre (Killam)
- Banff Mineral Springs Hospital (Banff)
- St. Michael's Health Centre (Lethbridge)
- Mary Immaculate Hospital (Mundare)
- St. Joseph's Home (Medicine Hat)
- St. Mary's Health Care Centre (Trochu)

of the Covenant Health. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

14. DISPUTE RESOLUTION MECHANISM

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

- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (e) In addition, the parties agree to meet at such other time as the parties agree upon, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.
- (f) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employer and Locals, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

ADDENDUM C: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA (LOCALS #3, #11, #15, #22, #43, #70, #72, #79, #86, #99, #154, #192, #198)

RE: EDUCATIONAL OPPORTUNITIES: ADVANCED STUDIES IN CRITICAL CARE ORIENTATION PROGRAM, PERIOPERATIVE NURSING PROGRAM, OBSTETRICS OR THE EMERGENCY ROOM ORIENTATION PROGRAM

Whereas it is the intention of the parties to support clinical staff in the Critical Care Orientation Program, Perioperative Nursing Program, Obstetrics and the Emergency Orientation Program (the Programs) the parties agree as follows:

- 1. The Employer agrees to fund Employees approved by the Employer and accepted into the Programs. The programs are valued at a minimum of \$4,000 which includes, but is not limited to, salary of the Employees while they are in the classroom.
- 2. Funding of the Program shall include the course and material costs, applicable wages, shift premiums, and applicable benefits as per the Collective Agreement.
- 3. The Employer agrees to pay the Employee at the Basic Rate of Pay for attendance in the Program. Part-time Employees attending the Program on a full-time basis will be paid at the Basic rate of Pay for all hours in attendance, not to exceed a 1.0 FTE.
- 4. Part-time Employees attending the Program on a full-time basis shall be considered Temporary Full-time Employees, and as such, Article 30.02 of the Collective Agreement shall apply.

5. Funded Employees will be selected for full-time or part-time positions in accordance with Article 14: Promotions, Transfers & Vacancies. All provisions of the Collective Agreement apply during the term of paid education leave, except Article 14.07(a) for internal applicants and Article 11.01 for external applicants. Under this Local Condition, the Employee's trial period or probationary period will commence after completion of the Program inclusive of the clinical practicum.
6. For Employees who have not completed their trial period or probationary period prior to the commencement of the Program, the time of such periods will be suspended during the Program.
7. For Employees not placed in a regular position prior to beginning the Program, the Employer shall make reasonable efforts to have at least a 0.50 FTE, regular or temporary position available for Employees who complete the Program.
 - (a) Should such positions not be available, the Employer will guarantee the Employee hours of work as a Benefit Eligible Casual Employee, to the equivalent of 0.50 FTE.
 - (b) If such positions are available, Employees are expected to work in a position for a minimum of 12 months.
8. Funded Employees agree to provide a 12 month return-for-service commitment in at least a 0.50 FTE with the Employer by signing the Covenant Health Return Service Commitment Agreement. This Return Service Commitment Agreement commences following completion of the Program inclusive of the clinical practicum. The return service is to be completed with the Employer, within the applicable Department.
9. Should the Employee terminate employment with Covenant Health before the completion of the 12-month return service commitment, the funds referred to in Item #1 will immediately become due and payable to Covenant Health. The amount to be repaid to Covenant Health will be prorated by multiplying that amount of the funds paid by the ratio of months remaining in the return service commitment period to the total 12 month return service commitment period. For example, if an Employee resigns their position after six (6) months of service, the amount owed would be: $\$4,000 \times 6/12 = \$2,000$.
10. Notwithstanding Article 33: Compensation Errors, the Employee agrees that Covenant Health reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from the final pay advice, including any vacation pay owing. The Employer may agree to a payment plan which is mutually agreeable to the Employee.
11. In the event the Employee fails to fulfill the return service commitment by the Employee's own choice, but remains an Employee of Covenant Health, the amount of monies owed by the Employee will be reduced by 75%.
12. Should the Employer terminate the Employee's employment at any time during the return service commitment period, the Employee will be considered to have fulfilled all obligations with respect to return service and no monies will be owed to the Employer.

13. If the Employee is absent for 30 days or more during the return service commitment period, the period of time for the return service commitment will be extended for an amount of time equal to the absence.
14. If the Employee is unsuccessful during the course, trial period or probationary period, the Employer and the Local will meet to discuss placing the Employee in a vacant or suitable position. Such placement will not be subject to the provisions of Article 14: Promotions, Transfers & Vacancies
15. Where the Employee and/or the Local identify concerns that may prevent the Employee from completing the return service commitment, the Employer will review those concerns and work with the Local and the Employee to resolve those concerns.
16. The Employer reserves the right to waive the requirement of the return service commitment when extenuating circumstances occur.
17. This agreement shall be reviewed annually and can be terminated with 90 days' notice by either party.

**ADDENDUM D: LOCAL CONDITIONS APPLICABLE TO MISERICORDIA
COMMUNITY HOSPITAL AND UNITED NURSES OF ALBERTA,
LOCAL #11**

1. EXTENDED WORK DAY

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

Amend Article 7.01(a) to read:

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

- (i) be a consecutive time period of 11.25 hours per day;
- (ii) be 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (iii) not exceed 12.25 maximum in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

Amend Article 7.01(b) to read:

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

- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and

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

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

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

- (d) Amend Article 37.14 to read:

Amend Article 30.01(e) to read:

- 18.01 Part-time Employees shall be paid in addition to the Employee's Basic Rate of Pay a sum equal to 5.0% of the Employee's regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.
- 18.02 (a) Part-time Employees who works on a Named Holiday shall be paid for the first 11.25 hours worked on the Named Holiday at 1 1/2X the Employee Basic Rate of Pay.
- (b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 11.25 hours.

- (e) Amend Article 37.16 to read:

Amend Article 30.03(d) to read:

- 18.01 A Casual Employee shall be paid in addition to the Employee's Basic Rate of Pay a sum equal to 5.0% of the Employee's regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

- 18.02 (a) Casual Employees who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first 7.75 hours except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to 11.25 hours.
- (b) Notwithstanding Article 18.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first 7.75 hours except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on a least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

ADDENDUM E: LOCAL CONDITIONS APPLICABLE TO LOCAL #11 WORKING AT VILLA CARITAS

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

(i) 7.75 consecutive hours per day; and

- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(B) Amend Article 7.02(g)(iii) to read:

- 7.02 (g) (iii) days of rest on two (2) weekends in a five (5) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on a Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend;

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

The provisions of Article 30 shall be amended as follows:

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

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

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day, and in any event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

- 30.01 (b) (ii) an average of at least two (2) consecutive days per week, and a total of eight (8) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

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

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

(D) Amend Article 30.03(a) by adding (v) to read:

30.03 (a) (v) A Casual Employee whose home site is Villa Caritas shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014. The Employer shall have available for each Casual Employee a calendar indicating the applicable four (4) week periods for calculating overtime.

(E) Amend Article 30.03(b) to read:

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

(F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.

3. **WEEKEND WORKER**

Amend the Letter of Understanding Re: Recruitment and Retention V to read:

Regular Work Day Option – Amend to reflect 16 Shifts in a four (4) week period.

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:
 - (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and
 - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) and 7.02 (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
 - (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay.
 - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
 - (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
 - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

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

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

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

ADDENDUM F: LOCAL CONDITIONS APPLICABLE TO COVENANT HEALTH AND UNITED NURSES OF ALBERTA LOCAL #72 (ST. MICHAEL'S HEALTH CENTRE, LETHBRIDGE) AND LOCAL #99 (ST. JOSEPH'S AUXILIARY HOSPITAL) AND LOCAL #154 [YOUVILLE HOME (ST. ALBERT)] AND LOCAL #22 (MARY IMMACULATE HOSPITAL, MUNDARE) AND LOCAL #70 (ST. JOSEPH'S HOME, MEDICINE HAT), LOCAL #43 (ST. MARY'S HEALTH CARE CENTRE, TROCHU)

The parties agree that the provisions of Article 16: Responsibility Allowance, Temporary Assignment and In-Charge and Article 26: Educational Allowances shall be amended as follows:

1. IN-CHARGE, TEMPORARY ASSIGNMENT AND PRECEPTOR PAY

Amend Article 16 to read:

16.01 In Charge Pay

- (a) The Employer shall designate a person to be in charge of a Unit. Where such person is absent from the Unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b)
 - (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a Unit, such Employee shall be paid an additional \$2.00 per hour.
 - (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a Unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.
- (a) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the processes, tools or algorithms for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (b) Persons designated in charge shall have the authority to augment staff (which may include authorization of overtime) to ensure patient safety considering the volume of patients on the unit and their acuity. In exercising this authority, Employees are expected to use their critical thinking skills, along with their professional and clinical judgment subject to any Employer-issued processes, tools or algorithms.
- (c) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.02 Temporary Assignment

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

- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
- (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional \$2.00 per hour.

16.03 Preceptor Pay

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
- (c) "Preceptor" shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

2. EDUCATIONAL ALLOWANCES

Amend Article 26.01(a) to read:

- 26.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by a bona fide Canadian post secondary educational institution or equivalent. With respect to the Gerontological Certification, the certification must be provided by the Canadian Nurses Association.

Course/Certificate	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Certified Diabetes Educator Certificate	50¢
Gerontological Certification	70¢
Board of Lactation Consultant Examiners Certificate	50¢
Canadian Nurses Association Certification	50¢
Active registration in the CRNA plus Psychiatric Nursing or a Degree or Diploma in Nursing Plus Active Registration in CRPNA	50¢

Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the Date of Ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.

ADDENDUM G: LOCAL CONDITIONS APPLICABLE TO YOUVILLE HOME (ST. ALBERT) AND UNITED NURSES OF ALBERTA LOCAL #154

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

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

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

(e) Shall not apply.

(f) Shall not apply.

- (B) Clause #1 (A) does not apply to the Instructor Classification.

- (C) Applicable to the Instructor Classification:

Amend Article 7.02(d) to (f) inclusive, for the Instructor Classification as follows:

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

- (i) Permanent Days;
- (ii) Permanent Evenings;
- (iii) Permanent Nights;
- (iv) Evening and Day Rotation.

(e) Shall not apply

- (f) This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer. Employees working shift patterns 7.02(d)(iv), shall be assigned day duty at least 2/5 of the time during the shift cycle. For the purpose of applying the foregoing.
 - (i) Day duty means shifts where the majority of the regularly scheduled shift falls between 0700 hours and 1500 hours. Evening duty means shifts where the majority of the regularly scheduled shift falls between 1500 and 2300 hours.
 - (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.
 - (iii) Scheduled days of rest are not considered as a day duty for the purpose of this provision.
- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below 2/5 when it is mathematically impossible to assign all available Shifts using only regular Employees within the scheduling provision contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.

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

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Union and the Employer, Shift schedules shall provide for:
- (i) at least 15 hours off duty between Shifts;
 - (ii) at least two (2) consecutive days of rest, except that, once in a four (4) week period, there may be a single day of rest;
 - (iii) days of rest on alternate extended weekends. "Extended Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.
 - (iv) not more than six (6) consecutive scheduled days of work.

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

**ADDENDUM H: LOCAL CONDITIONS APPLICABLE TO ST. JOSEPH'S HOME
(MEDICINE HAT) AND UNITED NURSES OF ALBERTA, LOCAL
#70**

Except as provided below, all terms and conditions of this Collective Agreement shall apply effective the Date of Ratification unless otherwise stated.

Date of Ratification for Covenant Health is August 13, 2014.

ARTICLE 11: PROBATIONARY PERIOD

An Employee hired prior to the Date of Ratification will only be required to work 465.23 hours to successfully conclude the probationary period.