COLLECTIVE AGREEMENT

Between

ALBERTA HEALTH SERVICES (AHS)

ASSISTED LIVING ALBERTA (ALA)

THE BETHANY GROUP (CAMROSE)

CANCER CARE ALBERTA (CCA)

COVENANT HEALTH

EMERGENCY HEALTH SERVICES (EHS)

GIVE LIFE ALBERTA (GLA)

HEALTH SHARED SERVICES (HSS)

LAMONT HEALTH CARE CENTRE

PRIMARY CARE ALBERTA (PCA)

RECOVERY ALBERTA: MENTAL HEALTH AND ADDICTION SERVICES (RECOVERY ALBERTA)

- and -

THE UNITED NURSES OF ALBERTA

FOR THE PERIOD

APRIL 1, 2024 - MARCH 31, 2028

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COLLECTIVE AGREEMENT MADE THIS 3RD DAY OF APRIL 2025

If there is a discrepancy between the printed version of the Collective Agreement versus the signed final version of the Collective Agreement, the signed final version of the Collective Agreement applies.

BETWEEN

ALBERTA HEALTH SERVICES (AHS)
ASSISTED LIVING ALBERTA (ALA)
THE BETHANY GROUP (CAMROSE)
CANCER CARE ALBERTA (CCA)
COVENANT HEALTH
EMERGENCY HEALTH SERVICES (EHS)
GIVE LIFE ALBERTA (GLA)
HEALTH SHARED SERVICES (HSS)
LAMONT HEALTH CARE CENTRE
PRIMARY CARE ALBERTA (PCA)
RECOVERY ALBERTA: MENTAL HEALTH AND ADDICTION SERVICES (RECOVERY ALBERTA)

AND

UNITED NURSES OF ALBERTA

PREAMBLE

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2024, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later up to and including March 31, 2028, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.

1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been concluded or until a strike or lockout commences.

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

ARTICLE 2: DEFINITIONS

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

2.02 "Arbitration" shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, c. L-1 and Regulations*, dealing with the resolution of a difference.

2.03 "Basic Rate of Pay" is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.

2.04 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

(a) "Regular Employee" is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;

(i) "Full-time Employee" is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;

(ii) "Part-time Employee" is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.

(b) "Casual Employee" is one who:

(i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or

(ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

(iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.

(c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

(i) for a specific job of more than three (3) months but less than 12 months; or

(ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

(iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

2.05 "Employer" shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.

2.06 (a) "Certified Graduate Nurse" means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the Health Professions Act, R.S.A. 2000, c. H-7 and Regulations.

(b) "Graduate Nurse Provisional Permit Holder" means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.

(c) "Graduate Psychiatric Nurse" means a person who holds a provisional registration permit pursuant to the *Health Professions Act and Regulations*.

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

2.07 "Registered Nurse" means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

2.08 "Registered Psychiatric Nurse" means a person who has been issued a certificate of registration as a registered psychiatric nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

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

2.10 (a) "Union" shall mean the United Nurses of Alberta.

(b) "Local" shall mean the local branch of the Union.

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

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

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

2.14 "Service" means a service or program.

2.15 "Transfer of a Program" means a transfer of all or part of a Service or program and related Employees from one (1) Employer to another, or from one (1) bargaining unit to another with the same Employer.

2.16 "Service Relocation" means a change in the location for the delivery of a Service or part of a Service from one (1) site to another run by the same Employer in the same bargaining unit. The creation of multi-site positions is not, of itself, a Service Relocation.

2.17 "The Relocation Committee" means the committee created under Article 44.

2.18 "Site" means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.

2.19 "FTE" means full-time equivalent.

ARTICLE 3: RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificates as "All Employees when employed in Direct Nursing Care or Nursing Instruction." The Employer agrees to recognize the duly elected or appointed representatives of the Union.

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

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

3.04 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

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

(a) maintain order, discipline and efficiency;

(b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;

(c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

(d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a bi-weekly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.

(b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.

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

5.03 Where the payroll system is on a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted monthly, rather than bi-weekly.

5.04 (a) The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

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

5.05 (a) On a bi-weekly basis the Employer agrees to provide the Union with a list of new Employees at each site. A representative of the Local shall have the right to make a presentation of up to 45 minutes to new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, and further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.

(b) The Local shall provide at least 14 working days' notice to the Employer of the date, time and place for each presentation.

5.06 A representative of the Local shall not suffer any loss in pay for time spent to attend meetings with the Employer arising from the administration of this Collective Agreement. The Local representative shall provide as much advance notice of the request as possible and shall not leave their work area or unit without obtaining the prior consent of their supervisor which shall not be unreasonably withheld.

5.07 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. Employees should make such requests with at least two weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.

(b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.

(c) Effective 30 days following the Date of Ratification, the Union shall provide the Employer a list (and update as applicable) of Part-time Employees elected or appointed to perform Union or Local business. Effective the first day of the first pay period following 30 days from the Date of Ratification, Union or Local Business conducted by a Part-time Employee on an unscheduled day shall be coded as Union Leave. Union Leave coded on a Part-time Employee's unscheduled day shall be treated the same as if the time had been worked for the Employer for purposes of increment accrual, vacation accrual, pay in lieu of Named Holidays, sick leave accrual, and pension, up to a full-time equivalency.

(d) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.07(a), (b) and (c) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

ARTICLE 6: NO DISCRIMINATION

6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious beliefs, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)

7.01 **Regular Hours of Work**

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

(i) 7.75 consecutive hours per day; and

(ii) 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(b) Regular hours of work shall:

(i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or

(ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or

(iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and

(iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied. Where possible, 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) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.

(d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:

(i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or

(ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.

(e) Instructors, Clinical Nurse Specialists and Nurse Clinicians may work flexible hours by agreement between the Employee and the Employer.

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

7.02 **Shift Schedules**

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

(b) "Days of Rest" for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.

(c) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.02(a).

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

(i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);

(ii) permanent days;

(iii) permanent evenings (only by request of Employee);

(iv) permanent nights (only by request of Employee);

(v) evenings and days rotation;

(vi) nights and evenings (only by request of Employee);

(vii) nights and days rotation.

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

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

(e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two (2) blocks per year totaling not more than 14 calendar days.

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

(f) This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.

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

(i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours. Evening duty means Shifts where the majority of the regularly scheduled Shift falls between 1500 hours and 2300. Night duty means Shifts where the majority of the regularly scheduled Shift falls between 2300 hours and 0700.

(ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.

(iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.

(f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each Shift and the staffing

configuration. The proportion of day duty in Article 7.02(f) may be reduced below 2/5 when it is mathematically impossible to assign all available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.

(f.2) The provision that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units day duty at least 50% of the time over one (1) complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.

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

(i) at least 15 hours off duty between Shifts;

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

(iii) 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; and

(iv) not more than six (6) consecutive scheduled days of work.

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

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

(h) Two (2) optional scheduling systems are available which may be applied with written agreement between the Employer and the Local. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

OPTION I

7.02 (g) (i) at least 15 hours off duty between Shifts;

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

(iii) days of rest on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty,

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

(iv) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle.

OPTION II

7.02 (g) (i) at least 15 hours off duty between Shifts;

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

(iii) days of rest on three (3) weekends in a six (6) week period, one (1) of which shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and

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

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

7.03 **Schedule Posting**

(a) Shift schedules shall be posted 12 weeks in advance.

(b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks.

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

(d) (i) Prior to implementing or posting a new Shift schedule the Employer shall have discussions with the Local regarding the upcoming new schedule.

(ii) The Parties shall agree on a reasonable time frame required for line selection (some factors to consider would include historical practice, the number of Employees, number of Employees in the identical FTE, the magnitude of the change, the time of year).

(iii) Should the Parties be unable to agree on the time frame for line selection, the matter shall be referred to Dispute Resolution Advisory Committee (DRAC), who shall meet within one (1) week, via telephone conference call and agree on the time frame for line selection.

(iv) If the DRAC is unable to agree on the time frame for line selection, the matter shall be immediately referred to an arbitrator on the roster in the Collective Agreement. The selection of the arbitrator shall be made by the DRAC representatives that heard the issue in the mediation. The matter will be dealt with via conference call of no more than two hours and the arbitrator shall immediately determine the time frame for line selection. Such decision shall be final and binding and there will be no written decision.

(v) The schedule shall then be posted and line selection shall take place during the specified time frame.

(vi) At the end of the specified time frame, the 12 week advance notice shall begin.

(vii) Should an Employee be unable or unwilling to select their line within the specified time frame, such Employee shall forfeit their right to line selection.

7.04 **Schedule Changes**

(a) If, in the course of a posted schedule, the Employer:

(i) changes Employees' scheduled days off without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.

(ii) changes Employees' scheduled Shift, but not their scheduled days off, without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.

(b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift schedule.

(c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days' notice of change and the resultant penalty pay as described in Article 7.04(a) shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 **Employee Shift Exchange**

(a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees;

(ii) prior approval of such exchange has been given by the Employees immediate supervisor;

(iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and

(iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.

(b) Such exchange shall be recorded on the Shift schedule.

(c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

(d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.

(e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 **Reporting Pay**

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

(a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and the Employee's home.

(b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

(c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

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

ARTICLE 8: OVERTIME

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

(b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

(c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Requests to take accumulated overtime as time off shall be approved or denied within 14 days of receiving the request. Where the request is denied, the Employer shall provide written reasons for the denial of the request. Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in

writing prior to the last pay period end date in March, and shall not be unreasonably denied. Once annually, following completion of the payroll calendar for the forthcoming year, the Employer shall confirm the date of the last pay period end date in March for the Union.

(d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.

8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.

8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.

(b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.

(c) An emergency is a circumstance that calls for immediate action.

(d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

(e) The Employer shall provide to the Union, on a bi-weekly basis, a report of mandatory overtime hours by cost centre. Effective April 1, 2025, the Employer shall revise the report of overtime hours to include non-mandatory overtime.

8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

8.07 (a) Where Employees works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, Employees shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.

(b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: ON-CALL DUTY/CALL BACK

9.01 **On-Call**

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

9.02 **On-Call Regulations**

(a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. Within 120 days of the date of ratification the Employer shall prepare a document specifying the regulations and procedures with respect to on-call duty, duty roster, and applicable administrative controls which shall be made available to the affected Employees. The duty roster for "on-call duty" shall be posted 12 weeks in advance.

(ii) Except by mutual agreement between the Employee and Employer, if, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days' notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

(b) Where there are Employees working on a unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to vacation or the evening prior to an approved leave of absence.

(c) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).

(d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:

(i) more than seven (7) consecutive days;

(ii) more than 72 consecutive hours; and

(iii) where possible, not more than one (1) weekend in four (4), or in any event no more than two (2) weekends in a five (5) week period.

(e) The Employer shall establish a roster on which Employees may indicate their interest in performing on-call duties for areas other than the Employee's unit. In assigning on-call duties, the Employer shall first consider the Employees on the roster when assigning Employees to on-call for areas other than the Employee's unit. Employees shall only be assigned on-call duty for areas where the Employee has received appropriate orientation.

(f) Employees may exchange on-call periods, or portions of on-call periods, among themselves provided they follow the same processes that apply for Employee Shift Exchanges as set out in Article 7.05.

9.03 The Employer shall pay $7.00 per hour to Employees who are assigned on-call duty.

9.04 **Call Back**

(a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the

Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

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

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

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

9.07 (a) Where Employees works pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.

(b) The Employee in the above situation shall advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

9.08 **Telephone Consultation**

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

ARTICLE 10: TRANSPORTATION

10.01 An Employee who is called back pursuant to the provisions of Article 9: On-Call Duty/ Call Back shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of 55¢ per kilometre from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).

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

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

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

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

LESS

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

EQUALS

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

10.05 (a) Full-time Employees required by the Employer to have an automobile for use in their employment shall receive $162.50 per month on account of that requirement.

(b) Allowances for Part-time Employees shall be paid monthly and prorated based on the Employee's FTE. Part Time Employees are eligible to receive an adjustment to the monthly allowance to reflect any additional hours worked in the preceding month. Adjustments shall be processed after the Employee submits the required forms to the Employer.

(c) Casual Employees shall be eligible for allowances based on all hours worked in a program/department where the Employer requires them to provide a vehicle for work. Allowances for Casual Employees shall be calculated and paid monthly, based on the FTE of the hours worked in the preceding month. Allowances shall be processed after the Employee submits the required forms to the Employer.

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

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

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

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

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

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

(Amended in Article 37: Extended Work Day)

11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the probationary period.

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

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

11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the home site shall be provided prior to the conclusion of the aforementioned seven (7) Shifts. Where the Employee will be on rotating Shifts, the first four (4) Shifts shall be day Shifts and the Employee's first two (2) Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned seven (7) Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.

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

ARTICLE 12: SENIORITY

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

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

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

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

provided there was no break in the Employee's service for longer than six (6) months.

12.02 Seniority shall be considered in determining:

(a) (i) selection of newly created Shift schedules of the same FTE, by Regular Employees of the Unit, Program or Office, subject to Article 7: Hours of Work and Scheduling Provisions. For "at" Employees the selection to occur within the unit, for "at or out of" Employees the selection to

occur within the program and site. This provision shall not be used to change from the standard workday to the extended workday (or vice versa). For the purposes of administering this provision an Employee may not secure a shift pattern of another Employee with a shift pattern described in 7.02(d)(iii), (iv), and (vi); and

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

(b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;

(c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and

(d) approval of vacation times.

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

(a) when an Employee resigns;

(b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or

(c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.

12.04 Seniority Lists

(a) The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file in accordance with the UNA Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.

(b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals.

(c) *Correction of Seniority Lists*
The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 12.04(a).

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

(e) *Seniority Tie-Breaking*

(i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.

(ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out-of-scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall apply to an Employee who becomes an Employee of United Nurses of Alberta.

12.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.

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

(c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.

(d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation or after twelve (12) months from the date of the Letter being issued, the Letter is deemed to be removed from the personnel file.

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

(b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign the evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within fourteen (14) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

13.03 (a) By appointment made at least five (5) working days in advance, exclusive of Saturday, Sunday or Named Holidays, Employees may view their personnel file on request, at the Employee's home site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local Representative when viewing the Employee's personnel file.

(b) An Employee may request and shall be given a copy of any or all documents contained in the Employee's personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than 10 calendar days in advance of making an appointment. Each vacancy shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.

(b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or casual basis only.

(c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.

(d) All notices of vacancy shall include:

(i) a general description of the work;

(ii) whether the position is an at a site position or an at or out of a site position;

(iii) the home site and other sites if the position is a multi-site position;

(iv) the unit or units (if applicable) and program;

(v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and

(vi) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.

(vii) For temporary positions, the notice of vacancy shall also indicate the expected term.

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

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

(f) The Employer retains the right to create positions that entail regularly working on more than one (1) unit, and when such positions are created, the posting

will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. This does not preclude the Employer from requiring an Employee to "float" to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.

14.02 (a) A vacancy resulting from either:

(i) the creation of a specific job of limited term exceeding three (3) months duration; or

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

shall be posted in accordance with Article 14.01.

(b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.08. Regular Employees achieving a temporary position shall maintain their status as a Regular Employee.

(c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.

(d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

(i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).

(i) For temporary positions on another unit (for "at" Employees) or program (for "at or out of" Employees), such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.

(iii) For temporary positions in the same unit (for "at" Employees) or program (for "at or out of" Employees), such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.02(a) that are in the same unit/program as the Employee's current temporary position provided that there are sixty days or fewer remaining in the term of their current temporary position.

(e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Where possible, requests to extend a Temporary position shall be provided at least seven (7) days prior to the expiry date of the temporary position. Such agreement shall not be unreasonably withheld.

14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing and shall specify the posting number.

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

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

14.05 When considering external applicants for posted vacancies, the determining factors shall be skill, knowledge, efficiency, experience, and other relevant attributes, and where these factors are considered by the Employer to be relatively equal the order of consideration for filling vacancies shall be as follows:

(a) Employees of other Employers that are signatories to this Collective Agreement; then

(b) external candidates.

In the event that an Employee from another participating Employer is the successful candidate for a posted vacancy, the Employee may transfer pension entitlements, vacation accrual rates, unused vacation up to one (1) year's entitlement and sick leave up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees who elect to transfer their vacation and sick leave entitlements to their new Employer are required to transfer their entitlements in whole and are not permitted to maintain the same entitlements concurrently with their original Employer. Employees shall be required to comply with the Employers' administrative controls as a condition of transferring entitlements under this article.

14.06 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

14.07 When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which the Employee has been promoted.

(a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) inwhich to demonstrate the Employee's ability to perform the new assignment satisfactorily.

(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

(c) Should either:

(i) the Employer determine that the Employee fails to succeed during the trial period, or

(ii) the Employee request reinstatement to the Employee's former position, the Employer shall reinstate the Employee in the Employee's former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will

consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to the Employee's home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in the Employee's former position. The Employee shall continue to be paid at the Basic Rate of Pay of the former position until they have been placed in a suitable position.

(d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.06 inclusive.

(e) A reinstatement or placement of an Employee in accordance with Article 14.08(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(f) A transferred Employee's first three (3) Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.

14.09 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.

14.10 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.11 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.16 or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

(a) category (Regular, Temporary or Casual);

(b) classification;

(c) number of hours per Shift and Shifts per Shift cycle;

(d) date of hire and transfer (if applicable);

(e) increment level;

(f) the site or sites the person will work "at", or "at or out of", as the case may be; and

(g) the unit or units (if applicable) and program.

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

14.12 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 18 months. During this 18 month period, the former Employee may be reinstated into the Employee's former position. The Local shall be notified whenever this clause is applied.

14.13 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.

14.14 Employees are not permitted to apply for vacancies to add to their existing position.

14.15 Employees may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one (1) employment relationship.

14.16 Decreasing or Increasing Regular Hours of Work

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to decrease or increase their regular hours of work. The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or denial (including a summary of reasons for same) in writing within 14 days of the request to decrease or increase the regular hours of work and such request shall not be unreasonably denied.

(a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:

(i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.

(B) Requests for a temporary decrease in regular hours of work shall indicate the period of time that the temporary decrease would apply. The maximum time for such temporary decrease is 12 months.

(ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.

(iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.16 equals or exceeds .4 FTE, they shall be posted as a vacancy.

(iv) If the number of hours vacated as a result of Article 14.16 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.

(v) Regular Employees cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.16, unless otherwise agreed between the Employer and the Local.

(vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend the request.

(vii) Where a regular extended Shift Employee decreases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.

(b) Increasing regular hours of work for Regular Part-time Employees:

(i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees or may be posted in accordance with this Article for members of the bargaining unit only.

(B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority(for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.16(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.

(ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.

(iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.16(b)(i)(B) above.

(iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.

(v) Any unassigned hours following the completion of Article 14.16(b) above will not remain subject to the provisions of Article 14.16.

(vi) Regular Part-time Employees may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.

(vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.16.

(viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.

(ix) Where Regular Part-time extended Shift Employees increases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.

(c) Employees shall not be permitted to decrease or increase their regular hours of work pursuant to Article 14.16 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.

(d) Any redistribution of hours as a result of the operation of Article 14.16 shall not be considered a violation of the Letter of Understanding Re: Severance.

(e) Where any request pursuant to Article 14.16 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.

(f) Copies of all requests and responses to requests pursuant to Article 14.16 shall be provided to the Local forthwith.

(g) An Employee whose regular hours of work are altered through the operation of Article 14.16 shall not be required to serve a trial period.

(h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.16 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 37: Extended Work Day.

(i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.16(b)(iii) apply.

14.17 A request to transfer to Casual Status shall not be unreasonably denied. Article 14.08(c) shall not apply to Employees who transfer to Casual Status.

ARTICLE 15: LAYOFF AND RECALL

(Not Applicable to Temporary Employees)

15.01 (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

(b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the administrative and operational complexities arising out of the application of this Article in a province-wide bargaining unit. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

(c) Workplace reorganization that results in the movement, merger or division, of a unit or part of a unit within a Site shall not constitute a position elimination provided there are no other substantial changes to the Employee's position. In the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee's position.

15.02 **Notice**

(a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 calendar days' notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(b) Where the layoff results from an Act of God, fire or flood, 28 calendar days' notice is not required but up to four (4) weeks' pay in lieu thereof shall be paid to affected Employees.

15.03 **Order of Layoff**

(a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.

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

15.04 **Displacement**

(a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:

(i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;

(ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or

(iii) at the Employee's option, accept layoff with the right of recall.

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

(b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

(i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work and is within a radius of 50 kilometers from the current site (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

(c) Where an Employee with less than 24 months of seniority has their position eliminated or are displaced in accordance with this Article, the Employer shall:

(i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work and is within a radius of 50 kilometres from the current site; or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

(d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which the Employee is employed exceeds that of the Employee.

(e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 **Recalls**

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

(b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid-off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.

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

(d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

(e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

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

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

15.08 **Benefits**

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

(b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.09 **Application of Collective Agreement**

(a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call Duty/Call Back, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.

(b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.

(c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.

(d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

15.10 (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than 10 calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five (5) calendar days of posting. Employment competitions posted pursuant to Article 15.10(a) shall be limited to Regular Employees.

(b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).

(c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.10.

(d) Applications pursuant to Article 15.10(a) shall be made to the Employer in writing.

(e) In making promotions and transfers pursuant to Article 15.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.

(f) Where there is:

(i) a vacancy resulting from an appointment under 15.10(a), or

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

recalls shall be carried out in accordance with Article 15.05.

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

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

ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE

16.01 **Responsibility Allowance**

(a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least 25% of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid $3.50 per hour in addition to the Employee's Basic Rate of Pay.

(b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

16.02 **In Charge Pay**

(a) The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.

(b) (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional $3.50 per hour.

(ii) When an Employee who holds a position in a higher rated classification is designated in charge of a unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.

(c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the 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.

(d) 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.

(e) Where, as of June 14, 2010, the person in charge of a unit on a specific Shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific Shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.

(f) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

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

16.04 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid $4.00 per hour in lieu of the premium outlined in Article 16.01(a) or Article 16.02(b).

16.05 **Temporary Assignment**

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

(a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Responsibility Allowance as per Article 16.01, such Employee shall receive an amount not greater than the amount provided in Article 16.01.

(b) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.

(c) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional $3.50 per hour.

16.06 **Preceptor Pay**

(a) "Preceptor" shall mean a Registered Nurse or Registered Psychiatric Nurse who is:

(i) assigned to supervise, educate or evaluate students; or

(ii) assigned by the Employer to serve as a Clinical Guide to a program participant during the enhanced orientation phase of the Graduate Nurse Transition Pilot Program.

(b) 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.

(c) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional $2.00 per hour.

ARTICLE 17: VACATIONS WITH PAY

17.01 **Definitions**

For the purpose of this Article:

(a) "vacation" means annual vacation with pay;

(b) "vacation year" means the 12 month period commencing on the 1st day of _____ in each calendar year and concluding on the last day of _____ the following calendar year;

(c) "date of employment" means:

(i) in the case of an Employee whose employment commenced between the 1st and 15th days inclusive of any month, the 1st day of that calendar month; or

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

17.02 **Vacation Entitlement**

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

(a) *Staff Nurse and Assistant Head Nurse*

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

(i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;

(ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;

(iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

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

(b) *Head Nurse, Instructor, Clinical Nurse Specialist and Nurse Clinician*

(i) during each of the 1st to 9th years of employment, an Employee earns a vacation of 20 working days;

(ii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

(iii) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

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

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

(d) *Supplementary Vacation*

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

(i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

(ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

(iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

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

(v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

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

17.03 **Time of Vacation**

(a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.

(b) (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever are applicable) who can be granted vacation at the same time. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15th of that year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit, program or site (whichever are applicable) shall be the deciding factor.

(ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.

(c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

(d) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:

(i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and

(ii) such vacation can be taken at a mutually agreeable time.

(e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.

(ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.

(f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.

(g) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

(a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

(i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with

(ii) 6% in the case of an Employee entitled to 15 working days' vacation per annum; 8% in the case of an Employee entitled to 20 working days' vacation per annum; or 10% in the case of an Employee entitled to 25 working days' vacation per annum; or 12% in the case of an Employee entitled to 30 working days' vacation per annum; of the Employee's regular earnings from the 1st day of _____ in each calendar year to the date of termination.

(b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

(c) For an Employee who gives at least 28 calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

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

(a) periods during which the Employee is in receipt of sick leave pursuant to Article 19.03;

(b) periods during which the Employee is in receipt of Short Term Disability benefits;

(c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits; and

(d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

ARTICLE 18: NAMED HOLIDAYS

(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)

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

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

and any day proclaimed to be a holiday by:

(i) The Government of the Province of Alberta;

(ii) The Government of Canada; and

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

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

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

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

(b) work on the holiday when scheduled or required to do so.

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

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

(ii) by mutual agreement, a day added to the Employee's next annual vacation; or

(iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

(b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:

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

(ii) by mutual agreement, a day added to the Employee's next annual vacation; or

(iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

(c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

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

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

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

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

18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where 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 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)

19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.

19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.

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

19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

19.05 (a) When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

(b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than 120 days of sick leave credits shall be entitled to use the additional credits until they fall below the 120 days; thereafter, the Employee shall not accrue greater than 120 days.

19.06 Sick leave shall be granted:

(a) if an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or

(b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in the Employee being hospitalized or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

19.07 (a) Employees who have been receiving Long-term Disability (LTD) benefits and who are able to return to work and who are:

(i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability; or

(ii) incapable of performing the duties of their former position, but are capable of performing the duties of their former classification, shall provide the Employer with 28 days' written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

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

(b) Employees who do not qualify for LTD benefits and who exhaust their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of the Employee's intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.

19.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.

19.09 Sick leave credits shall not accumulate during periods of illness or injury.

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

(b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

(ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employees shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.

(iii) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a casual position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port the Employee's sick leave bank to the new employer. The Employee's sick leave bank shall be frozen. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

(iv) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a regular or temporary position with an Employer which is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from the previous employer.

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

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

ARTICLE 20: WORKERS' COMPENSATION

20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net salary for the time lost as approved by the Workers' Compensation Board (WCB). A deduction of 1/10th of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10th of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b). Once the Employee is deemed to be on sick leave without pay, the Employer shall administer wage replacement benefits as approved by the WCB in accordance with the Workers' Compensation Act less any required deductions.

20.02 Employees who have been on Workers' Compensation and who are certified by the Workers' Compensation Board to be fit to return to work and who are:

(a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;

(b) incapable of performing the duties of their former position, but are capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or

(c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-term Disability or Long-term Disability, in accordance with Articles 19: Sick Leave or 21: Employee Benefits.

(d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

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

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

ARTICLE 21: EMPLOYEE BENEFITS

21.01 The Employer shall provide the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan ("Plan"). The Plan will be compulsory for all eligible Employees and will include the following:

(a) HBTA Supplementary Health Benefits Plan inclusive of:

(i) vision care coverage providing for annual eye exams and up to $600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and

(ii) 80% direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel and 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) The HBTA:

(i) Basic Life Insurance (1X basic annual earnings rounded to next highest $1,000);

(ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest $1,000);

(iii) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 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)

(iv) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and

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

(b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

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 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(d) above.

21.07 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) Enrolment in the ARTA Benefit Plan will be subject to the terms and conditions of the ARTA Benefit Plan.

(c) The Employer and the Union will post the information for retired and retiring Employees on their 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.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

(a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.

(b) Except as provided in Articles 22.04 and 22.05 where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.

(c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

(d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

(e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

(f) In reinstating an Employee under Article 22.04(f) or 22.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to the Employee's home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

22.02 General Leave

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

22.03 Bereavement Leave

(a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

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

22.04 **Maternity Leave**

(a) Employees who have completed 90 days of employment shall, upon written request providing at least two (2) weeks' advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.

(b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.

(c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

(d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.

(e) 75%:25% premium cost sharing will continue for 12 full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.

(f) An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

(g) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

22.05 **Adoption/Parental Leave**

(a) Employees who have completed 90 days of employment shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

(b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

(c) The Employee may commence parental leave with one (1) day's notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

(d) 75%:25% premium cost sharing will continue for 12 full weeks of adoption/parental leave provided that the Employee makes arrangements to prepay their share of the premium prior to commencement of the adoption/parental leave.

22.06 **Educational Leave**

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

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

(c) The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

22.07 **Court Appearance**

(a) In the event an Employee is required to appear before a court of law for jury selection, as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:

(i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;

(ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).

(c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.08 **Personal Leave**

(a) Each Employee shall be entitled to three (3) Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied.

(b) If Employment commences on or after August 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:

(i) August 1st – November 30th: two (2) Personal Leave days

(ii) December 1st – March 31st: one (1) Personal Leave day.

22.09 **Caregiver Leaves**

(a) Compassionate/Terminal Care Leave

(i) An Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of 27 weeks to care for a qualified relative with a serious medical condition with a significant risk of death within 26 weeks from the commencement of the leave.

(ii) "Qualified relative" for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the Alberta *Employment Standards Code* and regulations.

(iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.

(iv) Notwithstanding Article 22.01(a), an Employee shall apply for compassionate/terminal care leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

(i) An Employee who has completed at least 90 days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:

- for a period of up to 36 weeks to care for their critically ill child;
- for a period of up to 16 weeks to care for a critically ill qualified adult relative.

(ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.

(iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.

(iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.

(v) Notwithstanding Article 22.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.

(vi) An Employee on leave of absence under Article 22.04 or 22.05 may request extension of such leave of absence, if the newborn is hospitalized and the Employee qualifies for critical illness of a child leave. Such extension shall equal the duration in which the Employee is on critical illness of a child leave.

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

22.10 **Military Leave**

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

22.11 **Leave for Public Affairs**

(a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

(b) Regular Employees who are elected to public office other than the Legislative Assembly of Alberta shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

(c) In the event an Employee is elected to the Legislative Assembly of Alberta, the following provisions shall apply:

(i) The Employee will be deemed to have resigned effective the date of the election.

(ii) Within 6 months of ceasing to hold political office, the former Employee may provide 28 days' notice of readiness to return to work.

(iii) The Employer agrees to reinstate the former Employee consistent with Article 22.01(f), provided the former Employee has maintained their professional designation with the appropriate College.

(iv) The former Employee shall be reinstated with seniority according to original seniority date.

(v) The former Employee's increment date shall be as at the date of resignation.

(vi) The Employer shall reinstate sick leave credits that existed prior to the former Employee's resignation.

(vii) Upon reinstatement, the Employee shall begin accruing vacation and supplementary vacation at the appropriate levels as before their resignation.

(viii) Local Authority Pension Plan (LAPP) contributions shall cease effective the date of resignation. Subject to LAPP regulations, contributions shall commence on the first day of the reinstatement.

22.12 **Death or Disappearance of a Child Leave**

(a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.

(b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.

(c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take death or disappearance of a child leave:

(i) begins on the day on which the death or disappearance occurs, and

(ii) ends on the earliest of:

- the length of the leave specified in article 22.12(a) or (b), or
- in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
- on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.

(iii) An employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

(iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

22.13 **Domestic Violence Leave**

(a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence(s) and the first five (5) Shifts shall be with pay in a calendar year.

(b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.

(c) Personal information concerning domestic violence will be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

(e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

22.14 **Citizenship Ceremony Leave**

An Employee who has completed 90 days of employment is entitled to one half (1/2) day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada).*

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Local within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Local within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Local forthwith and in any event not later than five (5) days of the action being taken. Any suspension must take place immediately following notice of suspension. The action of suspension or dismissal shall be within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

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

disciplinary action during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.

(b) Once a disciplinary record is eligible for removal per Article 23.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.

23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.

23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.

23.07 In the event that an Employee is reported to the licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.

23.08 Employees absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.

23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

23.10 Twenty-eight (28) calendar days' notice in writing, shall be given by an Employee who resigns.

23.11 For the purpose of Articles 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

25.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:

(i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing the registration examinations or the Employee's most recent date of employment, whichever is later; and

(ii) in all other cases, a nurse who is not registered on the date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.

(b) Upon becoming registered by the College of Registered Nurses of Alberta (CRNA), a Provisional Permit Holder:

(i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Committee (NEPAC), or one who has satisfied CRNA that the Employee has completed a training program substantially equivalent to a NEPAC-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and

(ii) in all other cases, Provisional Permit Holders who have applied for issuance of an annual certificate pursuant to the Health Professions Act, and Regulations, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the provisional permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

25.03 All Employees shall participate in direct deposit. The deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.

25.04 The Employer shall issue pay advices in a manner which holds private information on such documents.

25.05 (a) The Employee's pay advice shall display the purpose and amount of each item of income. The Employee's pay advice shall display the purpose and amount of each deduction.

(b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

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

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

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

26.03 (a) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.

(b) In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a Canadian Nurses Association Certification or International Board of Lactation Consultant Examiners Certification must be applicable to the position held by the Employee and must be current.

(c) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nurses Association, the Employee will receive an additional hourly allowance in the amount of 50¢ per hour which will form part of the Employee's Basic Rate of Pay.

26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later, to a maximum of 12 months.

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

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

(i) be applicable to the position held by the Employee;

(ii) contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and

(iii) include an evaluative element applicable to the participant.

(b) The parties have agreed that the following clinical courses meet the above described criteria:

- Mount Royal University – Advanced Studies in Critical Care Nursing
- Mount Royal University – Advanced Studies in Mental Health
- Mount Royal University – Gerontology: Studies in Aging
- Mount Royal University – Maternal Infant Child Healthcare – Child Health, Neonatal or Perinatal Focus
- Mount Royal University – Advanced Studies in Perinatal and Neonatal Nursing
- MacEwan University – Post-Basic Nursing Practice: Hospice Palliative Care and Gerontological Nursing Certificate Program
- Alberta Health Services – Critical Care Course
- Alberta Health Services – Perioperative Course
- Lethbridge College – Perioperative Course
- Midwifery

(c) The list of clinical courses in (b) above is a sample listing only and is not intended as a comprehensive listing of clinical courses eligible for recognition. In determining recognition for clinical courses other than those listed above, Employers will recognize courses that meet the criteria described in (a) above and are similar in scope to the sample clinical courses listed in (b) above.

(d) Notwithstanding the criteria in 26.05(a)(ii) and (iii), Alberta Health Services – Oncology Nursing Distance Education Certificate (ONDEC) shall be considered a clinical course.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

27.01 A new Employee's starting salary shall be adjusted so that all Registered Nurse or Registered Psychiatric Nurse experience satisfactory to the Employer is recognized on a one-for-one basis, up to the top increment in the salary scale provided the RN or RPN was previously registered to practice as an RN or RPN in Alberta or a Canadian-equivalent jurisdiction. This provision shall not apply to new Employees who have not maintained active registration as a Registered Nurse or Registered Psychiatric Nurse in Alberta or a Canadian-equivalent jurisdiction for a period of five (5) or more years.

27.02 A new Employee who has not maintained active registration as a Registered Nurse or Registered Psychiatric Nurse in Alberta or a Canadian-equivalent jurisdiction for a period of five (5) or more years shall have their starting salary adjusted provided the Employee has:

(a) already completed a nursing refresher program or a substantially equivalent program recognized by the College of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta; and

(b) resumed practice as a Registered Nurse or Registered Psychiatric Nurse within twelve months following completion of the nursing refresher program. An Employee with extenuating circumstances that prevented their resumption of practice within twelve months may request consideration of such circumstances.

In adjusting the new Employee's salary pursuant to Article 27.02(a) above, all Registered Nurse or Registered Psychiatric Nurse experience satisfactory to the Employer will be recognized on a one-for-one basis, up to the top increment in the salary scale.

27.03 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 **Shift Differential**

(a) A Shift differential of $2.75 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or

(ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.

(iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.

(b) A Shift differential of $5.00 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

(ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

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

28.02 **Weekend Premium**

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

(a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or

(b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1500 hours on a Friday.

(c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.

(d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

28.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 29: PENSION PLAN

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

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

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

29.04 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). The Employer shall also provide a Tax Free Savings Account (TFSA). Employees shall determine the allocation of contributions to either the RRSP or the TFSA. Employees may change their allocation effective April 1st of each year.

(b) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of regular earnings into either the RRSP or TFSA:

(i) Employees may contribute into the RRSP until December 30th of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP; or

(ii) Employees may contribute into the TFSA. The Employer shall match the Employee's contributions into the TFSA.

(c) Regular Employees who, by virtue of their age, no longer qualify under Article 29.04(b)(i), shall have the option of reallocating contributions to the TFSA as per Article 29.04(b)(ii) or receive an additional 2% of their regular earnings. Employees may change their allocation between participating in the TFSA and receiving 2% of regular earnings effective April 1st of each year.

(d) "Earnings" as defined in Article 29.04(b) above, will include WCB earnings until such time that the Employee exhausts accrued sick leave credits and is deemed to be on sick leave without pay.

29.05 The Employer will provide annual reminders to enroll in the pension plan, RRSP or TFSA to all eligible Employees and include general pension eligibility information on letters issued to Employees pursuant to Article 14.11.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(Amended in Article 37: Extended Work Day)

30.01 **Part-Time Employees**

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

(a) Hours of Work

Amend Article 7.01(a) to read:

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

(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) Shift Schedules

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

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

(i) at least 15 hours off duty between Shifts;

(ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange

their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

(iii) not more than six (6) consecutive scheduled days of work; and

(iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.11.

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

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

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

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

Option 1

(i) at least 15 hours off duty between Shifts;

(ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

(iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle; and

(iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour if worked on the Sunday and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.11.

Option II

(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 nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

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

(iv) designated days of rest on three (3) weekends in a six (6) week period, one (1) of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday, and "Extended Weekend" shall mean a Saturday

and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.11.

(iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) Increment Accrual

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

(ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(iv) Part-time Employees who work at another Employer 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 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. No Employee shall receive credit for the same increment hours more than once at the same Employer. Employees can only advance one (1) step per year as a result of this provision.

(d) Vacation with Pay

(i) Amend Article 17.02 to read:

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

(i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;

(ii) hours worked and paid in accordance with Article 7.04;

(iii) hours worked, excluding overtime, on a Named Holiday;

(iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;

(v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits; and

(vi) regularly scheduled hours during the first 24 months of any period where the Employee is in receipt of Workers' Compensation benefits.

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

(i) *Staff Nurse and Assistant Head Nurse*

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

Hours specified in Article 30.01(d) (i): (17.02(a))

X

The applicable % outlined below

=

Number of hours of paid vacation time to be taken in the next following vacation year

(a) 6% during the 1st employment year;

(b) 8% during each of the 2nd to 9th employment years;

(c) 10% during each of the 10th to 19th employment years;

(d) 12% during each of the 20th and subsequent employment years.

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))

X

The applicable % outlined below

=

Number of hours of paid vacation time to be taken in the next following vacation year

(a) 8% during each of the 1st to 9th employment years;

(b) 10% during each of the 10th to 19th employment years;

(c) 12% during each of the 20th and subsequent employment years.

(c) Supplementary Vacation

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))

X

The applicable % outlined below

=

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

(i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.

(ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.

(iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.

(iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.

(v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

(d) Employee with Less than a Year of Service

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

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

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

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

(e) Named Holidays

Amend Article 18 to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

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

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

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

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

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

(c) Where a Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named Holiday, those hours may, at the request of the Employee, be rescheduled in the Cycle of the Shift Schedule.

(f) Sick Leave

Amend Article 19.02 to read:

19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/2 days per month, prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

(b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.

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

30.02 **Temporary Employees**

(a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.

(b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.11 shall also specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

30.03 **Casual Employees**

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

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 9: On-call Duty/Call-Back
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.10(b)
- Article 20: Workers' Compensation
- Article 21: Employee Benefits, and
- Article 22: Leaves of Absence.

(a) Hours of Work

(i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.

(ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.

(iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.

(iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.

(C) No Employee shall receive payment for Article 30.03(a)(iv)(A) and Article 30.03(a)(iv)(B) concurrently.

(v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four (4) week period. The Employer shall have available for each Casual Employee, a calendar indicating the applicable four (4) week periods for calculating overtime. Once annually, following completion of the payroll calendar for the forthcoming year, the Employer shall confirm for the Union the applicable four (4) week periods for calculating overtime for Casual Employees.

(b) On-Call/Call Back

Amend Article 9 to read:

9.01 On-Call

With mutual agreement between the Employer and the Employee, Casual Employees may be assigned on-call. The words "on-call" shall be deemed to mean any period during which the Casual Employee agrees to be on-call and must be reasonably available to respond without undue delay to any request to report for duty.

9.02 (a) Casual Employees may indicate their interest with respect to being on the on-call roster for a specific area or unit. Casual Employees shall only be assigned on-call duties for areas where the Casual Employee has received the appropriate orientation.

(b) Except with mutual agreement between the Employer and the Casual Employee, no Casual Employee shall be assigned on-call duty for:

(i) more than seven (7) consecutive days;

(ii) more than 72 consecutive hours; and

(iii) where possible, not more than one (1) weekend in four (4) or in any event no more than two (2) weekends in a five (5) week period.

9.03 The Employer shall pay $7.00 per hour to a Casual Employee who agrees to be placed on-call for a specific shift(s)/time period.

9.04 For each occasion that a Casual Employee is called back to duty during the Casual Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. A Casual Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by a Casual Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

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

9.06 Call back compensation shall be paid to the Casual Employee in the pay period in which it occurs.

9.07 (a) Where a Casual Employee works pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Casual Employee's next shift, at the Casual Employee's request, the Casual Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next shift, without loss of earnings.

(b) Casual Employees in the above situation will advise their supervisor in advance of the fact that they will not be reporting for the duty at the scheduled time.

9.08 Telephone Consultation

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

(c) Increment Accrual

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

(ii) Casual Employees who work at another Employer 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 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. No Employee shall receive credit for the same increment hours more than once at the same Employer. Employees can only advance one (1) step per year as a result of this provision.

(d) Vacation

Amend Article 17 to read:

17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:

(i) 6% of their regular earnings during the 1st employment year;

(ii) 8% of their regular earnings during the 2nd to 9th employment years;

(iii) 10% of their regular earnings during the 10th to 19th employment years;

(iv) 12% of their regular earnings during the 20th to 24th employment years;

(v) 12.4% of their regular earnings during the 25th and subsequent employment years; in lieu of vacations with pay;

(b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(e) Named Holidays

Amend Article 18 to read:

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

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

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

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

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

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

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

(g) In the event Employees are required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

31.01 Following the signing of the Collective Agreement, upon their request, each Employee shall be provided with a copy in booklet form by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

ARTICLE 32: DISPUTE RESOLUTION PROCESS

32.01 **Purpose**

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

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

(a) encourage open, face-to-face dialogue between the people affected by a dispute;

(b) achieve timely and equitable resolutions to identified issues as close to the source as possible;

(c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;

(d) recognize and respect the roles, interests and accountabilities of all involved;

(e) minimize the time and costs involved in resolving disputes; and

(f) achieve solutions that are consistent with the terms of this Collective Agreement.

32.02 **Communication**

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

(b) Any notice or advice which the Union or Local is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Chief Executive Officer or designate.

32.03 **Definition of Time Periods**

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

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

32.04 **Meetings**

(a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.

(b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.

(c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee (i.e. the grievor and a Local representative). Travel compensation shall also be provided in accordance with Article 10: Transportation.

32.05 **Disputes Affecting More Than One Employee**

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

32.06 **Disputes Relating to Written Warning, Suspension or Termination**

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

32.07 **Initial Problem-Solving Stage**

(a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.

(b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.

(c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.

(d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

32.08 **Formal Dispute Resolution – Grievance Filing**

(a) The grievance shall specify the details of the dispute, including, to the extent known, the names(s) of the affected Employee(s), the site(s)/program(s) affected, the Articles of the Collective Agreement affected and the desired resolution.

(b) A grievance shall be initiated within 10 days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.

(c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven (7) days of the meeting.

(d) (i) If a resolution is achieved at or following the Article 32.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.

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

32.09 **Mediation**

(a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.

(i) The mediator shall, within 10 calendar days, meet with the parties, investigate the dispute and define the issues in dispute.

(ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.

(iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.

(iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.

(b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.

(c) The expenses of the mediator shall be borne equally by both parties.

32.10 **Joint Dispute Resolution Advisory Committee (DRAC)**

(a) The parties shall form a joint DRAC made up of an equal number of representatives of each party.

(b) Prior to any grievance Arbitration, the parties to a dispute may agree to refer the dispute to DRAC.

(c) The purpose of DRAC's involvement is to assist the parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.

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

32.11 **Arbitration**

(a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.

(b) Within 10 days after receipt of notification provided for in Article 32.11(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.

(c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within 10 days after receipt of notification provided for in Article 32.11(b) above, select one (1) of the following arbitrators to hear the Arbitration:

William J. Johnson	Andrew Robertson
David Phillip Jones	Greg Francis
Andrew C. L. Sims	Mark Asbell
Leanne Young	William McFetridge
Tom Jolliffe	

The selection shall be random.

Note: The parties may mutually agree to amend the above list or to refer matters to Arbitrators not listed above.

(d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.

(e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.

(f) The decision of the arbitrator shall be final and binding on the parties.

(g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.

(h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.

(i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.

(j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 33: COMPENSATION ERRORS

33.01 A compensation error is an overpayment or underpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.

33.02 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:

(a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a 12 month period starting the day the Employee is made aware an overpayment exists.

(b) If the amount involved is less than $200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.

(c) If the amount involved exceeds $200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Attachment A, with a copy to the Local and the Employee.

(d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.

(e) The Employer may recover overpayments by deductions from an Employee's earnings:

(i) in any way agreed to by the Employee orally under (b) or in writing;

(ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay at a rate not to exceed $25 per $200 of Gross Earnings;

(iii) if the Employee resigns or is terminated for cause, from the final pay or other funds due on termination.

(f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:

(i) the facts said to give rise to the overpayment;

(ii) the conflicting versions of the facts on the points of disagreement;

(iii) if liability is disputed, the basis of that dispute.

(g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:

(i) resolve the matter based on written submission alone;

(ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.

(h) In any adjudication the onus of proving the overpayment is upon the Employer.

(i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

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

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

Attachment A

OVERPAYMENT RECOVERY NOTICE

You **must** reply to this notice as soon as possible and in any event within 25 days – See *Article 33: Compensation Errors of the Collective Agreement*.

OVERPAYMENT INFORMATION *(to be completed by Payroll)*

EMPLOYEE NAME		EMPLOYEE NUMBER	
NET OVERPAYMENT AMOUNT	$	DATE OF OVERPAYMENT	

A NET OVERPAYMENT HAS BEEN IDENTIFIED AS A RESULT OF THE FOLLOWING CIRCUMSTANCES:

(for completion by the Employee)

☐ **I dispute the validity/amount of the overpayment for the reasons provided below** *(please note, reasons must be provided)*:

NOTE TO PAYROLL: *Repayment shall not commence until the dispute regarding the validity or amount of overpayment is resolved pursuant to the provisions of Articles 33.02(f) and (g).*

REPAYMENT OPTIONS *(for completion by the Employee provided there is no dispute regarding the validity or amount of the overpayment)*

PLEASE FILL IN YOUR CHOICE OF REPAYMENT OPTION:

☐ Collect the entire amount from my next cheque. **Total net amount of $** _____

☐ Collect _____**%** of my gross earnings per pay period until the full amount is paid
(failure to reach agreement on a repayment schedule or failure to respond within 25 days will result in deductions at a rate of 12.5% of gross earnings per pay period except where this would reduce earnings below minimum wage)

☐ Pre-Authorized Debit for the entire amount. **Total net amount of $** _____

☐ Attached is a personal cheque for the entire amount. **Total net amount of $** _____

☐ Attached are _____ post-dated cheques for **$** _____ each to address the amount in full

☐ Collect the amount of recovery required from one or more of the following banks
(subject to tax and applicable deductions):

☐ Overtime Bank ☐ Statutory Holiday Bank ☐ Vacation Bank

PLEASE MAKE THE CHEQUES PAYABLE TO: Health Shared Services
(A service charge will be applied for any cheques that do not clear due to insufficient funds (NSF))

AUTHORIZATIONS

EMPLOYEE NAME *(First, Last)*

SIGNATURE

DATE *(yyyy-mm-dd)*

Cc: UNA

ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.

34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within 10 days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's applicable rate of pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.

(b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.

(c) The purpose of the Committee is to consider such matters as occupational health and safety and the Local may make recommendations to the Employer in that regard.

(d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.

(e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.

(f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.

(ii) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.

(g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).

34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.

34.04 (a) No Employee shall be assigned to work alone on a unit.

(b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Safety Plan.

34.05 The Employer shall implement a Psychological Health and Safety Plan consistent with the current Canadian Standards Association Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Occupational Health and Safety Committee.

34.06 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

34.07 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.

(b) There shall be a policy supporting zero tolerance of workplace violence, which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this policy.

34.08 The Employer shall:

(a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:

(i) engineering controls,

(ii) administrative policies, procedures and compliance; and

(iii) appropriate personal protective devices and other equipment.

(b) share information with and obtain input from the Committee pertaining to all hazard assessments.

34.09 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Local.

34.10 The Employer will have a policy and will post signage requesting no audio, video photographic recording by patients or public without prior consent of Employees.

34.11 In the event of an assault on an Employee, (including but not limited to physical, sexual, verbal or psychological) the Employer shall advise the Employee of their right to report the issue to the police and ensure the Employee is made aware of available supports.

34.12 (a) A critical incident is an extraordinary event or series of events in the workplace that has the potential to create significant distress and interfere with one's coping mechanisms. Examples of critical incidents may include violence, threats of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents.

(b) After the occurrence of a critical incident, an impacted Employee may request to be provided with downtime during the shift without loss of pay. The Employee's request shall not be unreasonably denied. The Employer shall ensure the impacted Employee is made aware of the available critical incident supports.

34.13 Requests for the Employer to conduct a psychological health and safety assessment for a specific work area/unit/program shall not be unreasonably denied. Upon receiving a

request for completion of a psychological health and safety assessment, the Employer and the Union will meet, if needed, to discuss relevant factors including capacity, competing priorities, and timing.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

35.01 The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "professional development" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.

35.02 **In-Services**

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

(i) Cardio-Pulmonary Resuscitation;

(ii) Anaphylaxis;

(iii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures);

(iv) Evacuation and disaster procedures; and

(v) Proper lifting and prevention of back injuries.

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

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

35.03 **Professional Development Days**

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

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

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

35.04 **Nursing Journals**

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

35.05 **Travel**

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

35.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College):

(i) 100% of their dues; and

(ii) the full cost of professional liability insurance required pursuant to the provisions of the Health Professions Act if not already included in the Professional College dues.

Employees are required to have accumulated 684.6 or more regular hours actually worked in the previous fiscal year in order to qualify for full reimbursement of Professional College dues and applicable professional liability insurance. Employees who work at multiple Employers signatory to this Collective Agreement shall only be eligible for a total maximum reimbursement of 100% of their dues and applicable professional liability insurance and shall comply with the administrative controls in place to prevent reimbursement beyond 100%.

Effective April 1, 2026, Employees who work at multiple Employers signatory to this Collective Agreement shall be permitted to apply their regular hours actually worked in the previous fiscal year with each applicable Employer for purposes of achieving the threshold of 684.6 hours required to qualify for reimbursement under this Article.

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

(i) Leaves of absence for Union or Local business;

(ii) Other leaves of absence of one (1) month or less;

(iii) Time on sick leave with pay;

(iv) Absences while receiving Worker's Compensation;

(v) Educational leave up to 24 months; and

(vi) Maternity, Parental, Compassionate/Terminal Care, Critical Illness of a Child, or Death or Disappearance of Child leaves.

(c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:

(i) The College of Registered Nurses of Alberta (CRNA),

(ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA); or

(iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

36.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to four (4) Employees elected by the Local and up to four (4) representatives of the Employer. Alternate representatives may be designated from the same group.

(b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.

(c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within 10 days of receiving a written description of the issue regarding patient/resident/client care.

(d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.

(e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

36.02 **Professional Responsibility Concerns Resolution Process**

(a) The Parties agree to the following concern resolution process in order to resolve concerns of Employees, or the Employer, relative to patient/resident/client care including staffing issues. The parties agree that the purpose of the concern resolution process is to:

(i) encourage open problem-solving discussions;

(ii) achieve timely and appropriate solutions for the identified issues as close to the source as possible;

(iii) contribute to, and support, Employee and Manager job satisfaction in addition to a positive, harmonious work environment;

(iv) recognize and respect the roles, interests, and accountabilities of all involved as well as the clinical expertise of Nurses, Managers, and other regulated health professionals; and

(v) identify and achieve evidence-based solutions.

(b) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.

I. Initial Problem-Solving Stage

(a) Where an issue is specific to one (1) unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.

II. Referral to the Professional Responsibility Concerns Committee

(a) Issues that remain unresolved following the initial problem-solving stage, and those that involve more than one (1) unit or program, shall be referred to the Committee. Where there are multiple forms submitted for the same issue, the parties agree that these may be grouped together for discussion and response.

(b) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion and, in any event, not later than 30 days from the original discussion of the particular issue(s).

(c) During problem solving discussions, Committee members will collaborate on:

(i) defining the issue(s);

(ii) identifying root cause(s) of the issue(s);

(iii) gathering and reviewing relevant information;

(iv) generating potential options for resolution of the issue(s);

(v) resolving the issue(s), where possible.

(d) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.

(e) The Committee may engage the support of additional subject matter experts to assist with the above discussions.

(f) The Committee shall discuss unresolved issues with the applicable senior leader before the matter is referred to the Chief Executive Officer as provided for in (h) below. Where the parties agree that the matter is complex and will require multiple meetings, a written response will not be provided until after the final meeting. Such written response shall be issued within 14 days of the final meeting.

(g) The Committee has the option of participating in voluntary mediation of the dispute with the assistance of representatives from within the Union and the Employer. Discussions at this stage are conducted on a without prejudice basis.

(h) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.

III. Referral to the Independent Assessment Committee (IAC)

(a) Should an issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).

(b) The IAC shall consist of three persons, one to be nominated by the Local, one to be nominated by the Employer, and a chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice.

(c) Should the Local and the Employer fail to agree on a chairperson within 14 days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a chairperson. The fees and expenses of the chairperson shall be borne equally by the Union and the Employer.

(d) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within 60 days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within 14 days of the meeting.

(e) A meeting of the parties, including the CEO and the President of the Union, shall be held within 14 days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.

(f) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the governing Board. The governing Board shall provide a written response accepting or rejecting the IAC recommendations or substituting its own recommendations for resolution of the issue(s) within 14 calendar days of the presentation by the Local.

36.03 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such attendance.

ARTICLE 37: EXTENDED WORK DAY

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

(i) applicable nursing unit;

(ii) applicable positions; and

(iii) applicable extended work day option.

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

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

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

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

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

Option I: 11.08 Hour Extended Work Day

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

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

(i) be a consecutive time period of 11.08 hours per day;

(ii) be 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

(iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

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

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

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

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

(i) permanent days;

(ii) permanent nights (only by request of Employee);

(iii) nights and days rotation.

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

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

(e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift

for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year 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 1500 hours.

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

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

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

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. 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.

(h) Does not apply.

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

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

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

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

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

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

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

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. 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.

Option II: 9.75 Hour Extended Work Day

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

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

(i) be a consecutive time period of 9.75 hours per day; and

(ii) be 37.05 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

(ii) exclude, as scheduled by the Employer, one (1) meal period of 30 minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. 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 four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(h) Does not apply.

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

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

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

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

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

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

(ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 16 in a five (5) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. 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 four (4) extended Shifts per week.

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

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

11.01 (a) A new Employee shall serve a probationary period of 471 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the probationary period.

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

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

17.02 **Vacation Entitlement**

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

(a) *Staff Nurse and Assistant Head Nurse*

(i) During the 1st year of such employment, an Employee earns a vacation of 116.25 working hours per year;

(ii) During each of the 2nd to 9th years of employment, an Employee earns vacation of 155 working hours per year;

(iii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;

(iv) During each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 232.5 working hours per year.

(b) *Head Nurse, Instructor, Clinical Nurse Specialist and Nurse Clinician*

(i) During each of the 1st to 9th years of employment, an Employee earns vacation of 155 working hours per year;

(ii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;

(iii) During each of the 20th and subsequent years of employment, an Employee earns vacation with pay at the rate of 232.5 working hours per year.

37.06 Amend Article 17.02 (d) to read:

17.02 (d) Supplementary Vacation

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

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

(ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 38.75 hours.

(iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 38.75 hours.

(iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 38.75 hours.

(v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 38.75 hours.

37.07 Amend Article 17.04(a) to read:

17.04 (a) *Vacation Pay on Termination*

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

(i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with

(ii) 6% in the case of an Employee entitled to 116.25 working hours vacation per annum, or 8% in the case of an Employee, entitled to 155 working hours vacation per annum, or 10% in the case of an Employee entitled to 193.75 working hours vacation per annum, or 12% in the case of an Employee entitled to 232.5 working hours vacation per annum, of the Employee's regular earnings from the 1st day of _____ in each calendar year to date of termination.

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

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

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

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

37.10 Amend Article 19.02 to read:

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

37.11 Amend Article 19.03 to read:

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

37.12 Amend Article 19.05 to read:

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

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

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

30.01(a) 7.01 (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 preagreed length of Shift, the Employee shall be paid their Basic Rate of Pay for such hours or, if applicable, 2X the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

37.14 Amend Article 30.01(e) to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays, inclusive of the "Floater" holiday.

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

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

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

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

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

37.15 Amend Article 30.01(f) to read:

(a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month 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.

37.16 Amend Article 30.03(d) to read:

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

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

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

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

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

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

ARTICLE 38: TECHNOLOGICAL CHANGE

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

ARTICLE 39: JOB DESCRIPTION AND CLASSIFICATION

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

39.02 **New Classifications**

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

(a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.

(b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within 30 days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.

(c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date the new classification was implemented.

(d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.

(e) Should the Parties not be able to agree, the Union may, within 60 days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.

39.03 **Classification Review**

(a) Employees who have good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their most immediate supervisor in an excluded management position to have their classification reviewed. The Employer will give consideration to such application and notify the Employee accordingly.

(b) Should Employees feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.

(c) The Employer shall notify the Union of its position within 90 days of the matter being brought to the Employer by the Union.

(d) Where the parties are unable to agree, the matter may be subject to the procedures outlined in Article 32: Dispute Resolution Process.

(e) Should an Employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 14.07.

(f) An Employee who is reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.

ARTICLE 40: COMMITTEE PARTICIPATION

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

ARTICLE 41: AMBULANCE DUTY

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

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

41.03 In addition to the payment in Article 41.02 above:

(a) In the event circumstances permit an immediate return to the Employee's place of employment, the Employee shall be paid at the Employee's basic rate and/or, if applicable, the overtime rate as stated in Article 8: Overtime, to which the Employee is entitled up to the time:

(i) the patient/resident/client is released into the care of the receiving site;

(ii) the Employee's scheduled work period would otherwise have ended; or

(iii) the Employee has returned to the Employee's place of employment;

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

(b) In the event circumstances prevent an immediate return to the Employee's place of employment, the Employee shall be entitled to:

(i) no loss of regular earnings for time not worked on regularly scheduled Shifts as a result of the Ambulance duty;

(ii) reimbursement for reasonable and substantiated expenses incurred; and

(iii) the Employee's Basic Rate of Pay and/or, if applicable, the overtime rate as stated in Article 8: Overtime, for the time spent on the return trip on the same basis as if the Employee had been working at the Employee's place of employment.

ARTICLE 42: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

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

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

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

ARTICLE 43: SUBSISTENCE AND CAMP ALLOWANCE

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

(a) **Meals**

Breakfast	$13.00
Lunch	$17.00
Supper	$27.00

Reimbursement for meals may be claimed as follows:

(i) breakfast, if the time of departure is earlier or the time of return is later than 0730 hours;

(ii) lunch, if the time of departure is earlier or the time of return is later than 1300 hours;

(iii) dinner, if the time of departure is earlier or the time of return is later than 1830 hours.

(b) **Per Diem Allowance**

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

(c) **Accommodation**

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

(i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt; or

(ii) where no accommodation receipt is produced, a flat rate of $20.15 may be claimed in lieu of the allowance claimable under sub-section (i).

(d) **Miscellaneous Travel Costs**

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

(ii) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

43.02 **Camp Allowance**

(a) The parties recognize the value of staff attendance on overnight patient/resident/client recreational/therapeutic activities ("Camp") authorized by the Employer, as these enhance patient assessment and treatment planning.

(b) Accordingly, the parties agree that the following method will be adopted to compensate Employees who volunteer to accompany patients/residents/clients on Camp.

(i) An Employee who attends a Camp shall be paid at the Employee's Basic Rate of Pay for 7.75 hours of work only.

(ii) In addition to the payments in (a) above, an Employee shall be paid an allowance of $70 for each day in attendance at such activity.

(c) Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director.

ARTICLE 44: MOBILITY

44.01 **Sites**

(a) All Employees will work either "at" a designated site, or "at or out of" a designated site.

(b) Multi-site Employees established under Article 44.03 will work "at", or "at or out of", more than one (1) designated site, but one (1) of those sites must be designated as their home site.

(c) Employees under this Collective Agreement, for so long as they remain Employees and regardless of their work location, will remain under the control and direction of the Employer.

(d) The Employer may establish new sites, or close existing sites.

44.02 **"At or out of" Positions**

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

(i) Services are best delivered at 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 involves a specialized or specific medical Service which, due to insufficient demand at one (1) location, is best delivered by the same Employees working "at or out of" a site or sites on an irregular basis.

(b) "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.

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

44.03 **Multi-site Positions**

(a) A multi-site position is one where the Employees are required to work routinely and on a scheduled basis "at" or "at or out of" more than one (1) site.

(b) The Employer may create new multi-site positions where necessary either because:

(i) they require specialist Employees; or

(ii) they involve specialized or specific medical Services which, due to insufficient demand at one (1) location, are best delivered by the same Employees working at more than one (1) site on a regularly scheduled basis.

(c) The norm will continue to be that most Employees will continue to be employed in single site positions.

(d) If the Employer establishes a multi-site position, it shall prepare a description of the position, the locations involved and the reason why the position needs to be a multi-site position.

It will provide the Local with:

(i) the description of the position and the rationale for its creation;

(ii) the locations involved and the designated home site;

(iii) the proposed implementation date;

(iv) whether it is a new position; and

(v) whether it results in the elimination of one (1) or more existing positions.

(e) If the Employer creates new multi-site positions that result in the elimination of existing positions, then the Employer, in consultation with the Union and the Employees, will determine the willingness of the incumbent Employees to accept the new multi-site positions. Those positions will be filled by the transfer of willing qualified incumbents in order of seniority.

(f) Any Employee whose position is eliminated as the result of the creation of a new multi-site position who is not transferred to a new multi-site position will receive a notice under Article 15: Layoff and Recall.

(g) Any new multi-site positions not filled by the processes in Article 44.03(d) and (e) will be filled by job posting.

(h) If the Local, within 10 days of receiving the description of a new multi-site position, objects that it is an inappropriate situation to create a multi-site position, the Local may direct that issue to the Relocation Committee for resolution. The submissions to the Relocation Committee shall include the Local's reasons why the creation of the position is inappropriate.

(i) In determining whether a multi-site position is appropriate, the Relocation Committee will consider the type and scope of multi-site positions previously agreed to, the description of the purpose of such positions in this Agreement, and the changing nature of the delivery of health care Services.

(j) For the purposes of Article 7: Hours of Work and Scheduling Provisions, Article 30: Part-time, Temporary and Casual Employees, and Article 37: Extended Work Day, the Employee's Shift schedules shall include the sites other than the home site.

(k) An Employee given a notice of a change in the position from an "at" a site position to a multi-site position may accept the move, accept the Employee's rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the move and ask that it be reviewed by the Employer and, failing resolution within five (5) days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.

(l) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain, whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.

(m) The Employer will provide the Relocation Committee and the Local with the information about the willingness and ability of other Employees to relocate prior to the next meeting of the Relocation Committee.

(n) The Relocation Committee will decide whether the personal circumstances of the Employee revealed in the objection are such that it is not reasonable for the Employee to be required to accept the multi-site position in accordance with the Employer's notice after considering:

(i) The Employee's interests in remaining at a single workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;

(ii) The degree to which the Service requires or depends upon the Employee's particular skills, abilities and training;

(iii) The availability of other persons able and willing to take the multi-site position; and

(iv) Any earlier relocations the Employee experienced that compound the effect of the disruption on the Employee's personal circumstances.

(o) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the multi-site position in place of the Employee raising objections, it may direct that the multi-site position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of the Employee's position.

(p) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the transfer, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

44.04 **Permanent Service Relocation**

(a) Employees given a notice of permanent relocation of their positions to a location over 50 kilometres from their home site may accept the transfer or decline the transfer and exercise their rights under Article 15: Layoff and Recall.

(b) Employees given a notice of permanent relocation due to Service relocation to a location under 50 kilometres from their home site may accept the relocation, accept their rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the transfer, and ask that it be reviewed by the Employer and, failing resolution within five (5) days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.

(c) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.

(d) Each will provide the Relocation Committee and the Local with the information regarding the willingness and ability of volunteers to take the position prior to the next meeting of the Relocation Committee.

(e) The Relocation Committee will decide, prior to the Employee's relocation, whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for the Employee to be required to relocate in accordance with the Employer's notice after considering:

(i) the Employee's interests in remaining at the Employee's existing workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;

(ii) the degree to which the relocating Service requires or depends upon the Employee's particular skills, abilities and training;

(iii) the availability of other persons able and willing to take the position; and

(iv) any earlier relocations the Employee experienced that compounds the effect of the disruption on that Employee's personal circumstances or cumulatively results in the Employee being moved in excess of 50 kilometres from the Employee's original location.

(f) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the position in place of the Employee raising objections to relocation, it may direct that the position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of their position.

(g) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the relocation, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

44.05 **Temporary Transfers**

(a) **Meetings**

Employees may be assigned to attend meetings at another site.

(b) **Orientation**

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

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

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

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

(i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.

(ii) If fewer Employees than required volunteer to relocate temporarily, then the governing Service Relocation provisions shall apply. An Employee laid off due to this provision shall not forfeit recall rights by refusing recalls to other than the position from which the Employee was laid off.

(iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.

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

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

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

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

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

(d) **Education and Skills Maintenance**

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

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

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

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

Any single assignment shall not exceed three (3) months. The term of

assignments can be renewed and extended with Local agreement. No Employee will be given more than two (2) such assignments within a 12 month period without the Local's consent.

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

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

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

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

(e) **Emergency Circumstances**

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

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

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

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

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

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

44.06 **Designated Float Positions**

(a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three (3) sites, the furthest two (2) sites being no more than 100 kilometres apart, for the following purposes:

(i) Coverage for sick leave;

(ii) Coverage for vacation;

(iii) Coverage for approved leave of absence;

(iv) Coverage for educational programs;

(v) Coverage for those on skills maintenance;

(vi) Surges in workload;

(vii) Coverage for unanticipated absences.

The Employer and the Local(s) may mutually agree to amend the distance between the furthest two Sites to 150 kilometres.

(b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.

(c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.

(d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.

(e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.

(f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.

(g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.

(h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.

(i) There will be no layoffs as a result of the use of float positions.

44.07 **Volunteers for Temporary Assignments**

(a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:

(i) Sick leave;

(ii) Vacation;

(iii) Approved leave of absence;

(iv) Educational programs;

(v) Skills maintenance; and

(vi) for specific jobs of less than three months.

(b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may seek an expression of willingness to accept such a position at some future date.

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

44.08 **Relocation Committee**

(a) There shall be a Joint Standing Committee on relocation issues. ("the Relocation Committee").

(b) The Relocation Committee will consist of an equal number of nominees from the Employers and the Union. The committee may sit in panels as directed by the Umpire and any panel may exercise the full powers of the committee. Panels of the committee shall consist of three (3) people from the Union and three (3) from the Employers. Panels of the Relocation Committee will meet, as the need arises, on questions of work assignment.

(c) The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three (3) names submitted by the Union and three (3) names submitted by the Employers. The Umpire will be Ms. Carol Graham. The Alternate Umpire will be Ms. Donna Neumann.

(d) The agenda will consist of such items that the Collective Agreement allows to be dealt with by the committee. All such matters properly submitted will automatically be placed on the agenda for the next Relocation Committee meeting.

(e) The Relocation Committee shall meet as necessary and at least monthly and attempt to resolve the issues in dispute under the guidance of the umpire.

(f) If the Relocation Committee is not able to settle the matter within 10 days after the Umpire's commencement of discussions between the parties, either party may refer the matter to the Umpire for decision.

(g) The Umpire shall encourage the parties to reach a consensual resolution of each issue, but failing that, will issue a final and binding decision based on the Umpire's meetings with the Committee within 10 days of the matter being referred to the Umpire.

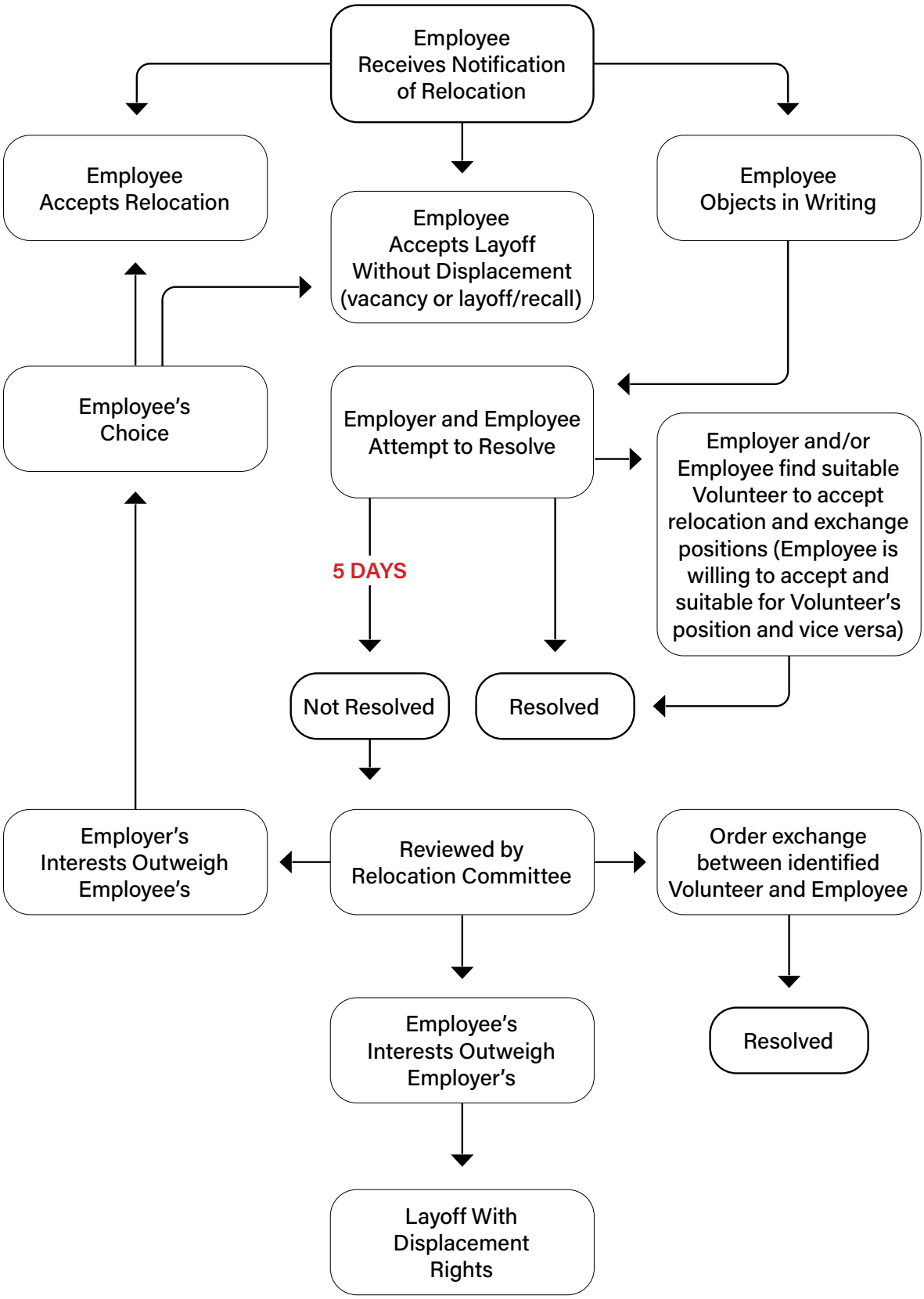
(h) The Relocation Committee and the Umpire may hear submissions from any person it believes may assist the committee or the Umpire in arriving at a decision. The Committee and the Umpire shall proceed informally. If questions of procedure arise that cannot be resolved consensually, the Umpire will settle the process to be followed.

(i) At any time an Umpire decides a matter, the Umpire will consider the same factors as the Relocation Committee.

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

MULTI-EMPLOYER / UNA

Article 44.04 – Permanent Service Relocation Process (Under 50 km)



LETTER OF UNDERSTANDING #1

RE: UNIT

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

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

1. The Employer shall provide the Union with a list of areas in each site that the Employer has designated as a unit for the purposes of application of Articles 16.02 and 34.04. Such list shall be provided to the Union no later than six months following the date of ratification.
2. If the Union identifies any concerns:
   (a) regarding Employee safety relative to the application of Article 34.04; or
   (b) regarding patient/resident/client safety, or the unit administration relative to Article 16; or
   (c) where the Employer has not designated as a unit or part of a unit, then an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the Union shall be established and shall address such concerns.
3. Failing resolution of the dispute between the parties pursuant to #2 above, the Union may advance the dispute within 30 days of response to Arbitration in accordance with this Collective Agreement.
4. In hearing the dispute pursuant to #3 above, the Arbitrator shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 16.02 and Article 34.04. The parties agree that notices of vacancy posted pursuant to Article 14.01 and offer letters issued pursuant to 14.11 are not factors for consideration when determining whether the designation of a unit is appropriate.
5. Should the Arbitrator find that the Employer's designation of a unit is inappropriate, the matter shall be returned to the parties for a period of 30 days during which the Employer and the Union will attempt to again resolve the matter.
6. Should the parties fail to resolve the matter within the 30 day period, the Arbitrator shall render a decision in this regard.
7. Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.

LETTER OF UNDERSTANDING #2

RE: CHARGE DESIGNATION REVIEW COMMITTEE

1. A Charge Designation Review Committee shall be established, upon the request of the Union, to review the charge designation of a unit that does not have a person who is a Registered Nurse or Registered Psychiatric Nurse in charge on a specific Shift.
2. The Committee shall determine if the documented charge roles and responsibilities pursuant to Article 16.02(c) accurately reflect the roles and responsibilities of the person designated in charge of the unit. The Committee shall determine whether the person designated is qualified to carry out the actual roles and responsibilities.
3. The Committee shall issue a report which is binding on the parties.
4. The Committee shall be comprised of three (3) members, one (1) appointed by the Employer, and one (1) appointed by the Union. The Chair will be mutually appointed by the parties, failing which the parties will use the selection process under Article 32.11.
5. Each party shall pay the expenses of their own Nominee and equally share the expenses of the Chairperson.
6. Where the Committee is requested to review a charge designation, they shall convene within 30 days of the request of the Union. Where more than one (1) request for the Committee is made, the request shall be dealt with in order of timing of the requests, and the 30 days may be exceeded as a result.
7. The Charge Designation Review Committee is a body constituted to provide a method for the settlement of differences pursuant to the terms of Division 22 of the *Labour Relations Code*.

LETTER OF UNDERSTANDING #3

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

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

1. This may occur where:
   - (i) The site is designated as long term care; or
   - (ii) The site is a combined acute care and long term care facility; or
   - (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.

2. Any time an RN/RPN assigned as In-Charge of more than one (1) unit, the parties agree that:
   - (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and
   - (ii) There will be an ability to communicate between the units as the need arises; and
   - (iii) There shall be at least one (1) other regulated health professional on each unit.

3. An Employee assigned in-charge for more than one (1) unit shall be paid an additional $4.50 per hour and Article 16.02(b)(i) shall not apply.

4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one (1) unit.

LETTER OF UNDERSTANDING #4

RE: TRANSFER OF PROGRAMS

1. The parties agree that where Services are moved between different bargaining units which are both represented by the United Nurses of Alberta and signatory to an agreement containing this provision, or individually by United Nurses of Alberta and a non-United Nurses of Alberta bargaining agent signatory to a Collective Agreement with an identical program transfer provision, the parties will meet to discuss implications for Employees working in those Services.

2. In the event that a Service has been transferred pursuant to #1 Employees affected directly shall have, in addition to rights specified in Article 15: Layoff and Recall, the right to transfer to the newly created positions within the other bargaining unit, to the extent that such positions are available, and to the extent that the affected Employees have the ability to perform the work. If there are remaining vacant newly created positions within the receiving bargaining unit, these positions shall be filled in accordance with the Layoff and Recall provisions in the receiving bargaining unit. If there are remaining vacant newly created positions following this, those Employees indirectly affected by the Service transfer shall have, in addition to the rights specified in Article 15: Layoff and Recall, the right to transfer to the newly created positions, to the extent that the positions are available and to the extent that the Employees have the ability to perform the work, for up to 30 days from the date of the transfer.

3. An Employee who transfers pursuant to #2 shall be subject to the terms and conditions of the applicable Collective Agreement of the receiving bargaining unit, maintain seniority provisions and shall not be required to serve a probationary period or a trial period.

4. The parties may enter into individual, specific transfer agreements consistent with the principles, terms and conditions contained in this Letter of Understanding, however, it is expressly agreed that in the absence of any transfer agreement, general or specific between the individual parties, the terms and conditions expressed within this Letter of Understanding shall apply in full.

LETTER OF UNDERSTANDING #5

RE: DEFERRED SALARY PLAN

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

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

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

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

LETTER OF UNDERSTANDING #6

RE: JOINT COMMITTEE

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

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

1. Within 90 days of ratification of this Collective Agreement, the parties shall appoint representatives to the Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet every two (2) months, or as otherwise mutually agreed, to discuss issues arising out of the administration of this Collective Agreement.
4. The purpose of this Joint Committee will be to:
   (a) exchange information;
   (b) engage in discussions regarding issues of mutual concern; and
   (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the parties.
6. The parties agree to discuss the following topic(s) at the Joint Committee during the term of the Collective Agreement:
   (a) definition of a “unit;”
   (b) interpretation of article 9.02(b)(c) with respect to assignment of “on call” relative to nights and approved vacations;
   (c) interpretation of 9.04 with respect to missed meal breaks during a call back when an Employee leaves following the procedure but before the conclusion of a work period that would ordinarily give rise to a meal break;
   (d) the progress of various joint projects being conducted by the Parties; and
   (e) other items as agreed.

LETTER OF UNDERSTANDING #7

RE: RETENTION & RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

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

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

I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

The Parties agree that the Transitional Graduate Nurse Program shall be paused for the duration of the 2024 – 2028 Collective Agreement. Effective, April 1, 2025 Letter of Understanding #29 Re: Graduate Nurse Transition Pilot Program shall replace the Transitional Graduate Nurse Recruitment Program.

1. **Key Principles:**

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

   (b) Recruitment of new nursing graduates is critical to the sustainability of health care services;

   (c) AHS has committed to have sufficient numbers of regular and temporary positions greater than six (6) months available to be able to hire at least 70% of the Alberta nursing student graduates;

(d) The Transitional Graduate Nurse Recruitment Program (TGNRP) has been proven to be successful in recruiting and retaining new nursing graduates and supporting the development of confidence and competence to enable new nurses to work independently;

(e) The TGNRP serves as an employment transition and learning opportunity for Graduate Nurses;

(f) Mentorship is an important element for success of the TGNRP and will be supported as part of the TGNRP; and

(g) Transitional Graduate Nurses learn and develop confidence and competence at varying rates depending upon the individual and the Unit/Program, and the TGNRP needs to be sufficiently flexible to accommodate these differences.

2. The Program:

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

(a) A maximum of 25% of the above positions may be regular Part-time positions of no less than 0.7 FTE.

(b) These positions shall not be part of the baseline staff count. There shall be no reduction in the number of nursing hours worked on any Unit as a result of the creation of these positions.

(c) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for Graduate Nurses.

3. The competition for these positions shall be restricted to Graduate Nurses, Graduate Psychiatric Nurses, Registered Nurses and Registered Psychiatric Nurses who have graduated within the 12 months prior to commencement of the TGNRP and who have not yet obtained a regular position with AHS.

4. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 6 below.

5. Successful applicants for these positions shall work under the guidance of a Registered Nurse, Registered Psychiatric Nurse, Clinical Educator or Clinical Supervisor on each Shift worked. The Employer will make every reasonable attempt to assign a consistent mentor to support each TGNRP participant.

6. TGNRP positions will be posted for a maximum duration of nine (9) months. Recognizing that TGNRP participants will develop confidence and competence at varying rates:

(a) The TGNRP participant and the manager and/or assigned mentor will have ongoing discussions regarding the TGNRP participant's progress and, on at least a monthly basis, will review the TGNRP participant's readiness to independently assume the full scope of RN or RPN practice.

(b) Once the TGNRP participant and the manager/mentor have determined that the TGNRP participant is ready to independently assume the full scope of RN or RPN practice:

(i) The TGNRP participant will be required to make application for available vacant positions of no less than 0.5 FTE. It is agreed that these Employees shall not receive special consideration for

vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers & Vacancies.

(ii) The TGNRP participant can be offered relief hours or shifts paid at the applicable rate of pay when there are no Regular, Temporary or Casual Employees available to work the hours or shifts at the Basic Rate of Pay.

7. TGNRP participants who do not achieve a regular position, within nine (9) months of their initial appointment, will be transferred to casual status.

8. Where Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the TGNRP shall be provided to the Joint Committee.

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

II. TIMELY EXPANSION OF SERVICE CAPACITY

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

III. RETENTION OF EXPERIENCED EMPLOYEES

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

1. **Retention Recognition**

(a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

(b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.

(c) Within 90 days of:

(i) date of employment; or

(ii) achieving 20 calendar years of nursing service;

an Employee eligible for an LSPA in paragraph 1(a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph 1(b) above. An Employee who requires further time to obtain

reasonable proof shall, within the 90 days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

2. **Retirement Preparation Program**

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

(a) (i) The Employee and the Employer may mutually agree to reduce the Employee's clinical hours of work while maintaining the Employee's FTE on either an ongoing or temporary basis. The clinical hours of work shall be reduced to no less than a 0.6 FTE. The balance of the Employee's FTE shall be spent performing project work for the Employer as mutually agreed. (Project work may include research, leadership assignments and special projects.) The Program shall include a written plan detailing how the non-clinical remainder of the FTE will be utilized.

(ii) For purposes of this program, "leadership assignments" shall mean "to act as a guide, role model, advisor or counselor who shares practical, day-to-day, applied knowledge with other Employees."

(iii) A formal leadership assignment as project work is distinguished from preceptorship under Article 16: Responsibility Allowance, Temporary Assignment and In-Charge in that the duties of the preceptor role are performed concurrently and in addition to the Employee's regular clinical duties. Where the non-clinical portion of this Program is utilized to provide leadership support, this work will be done over and above the regular staff count and there will be no regular clinical duties assigned for the leadership portion of the Program.

(iv) The Employer shall not unreasonably refuse such a request.

(b) (i) The Program shall be reviewed by the Employer and the Employee on at least an annual basis.

(ii) The Program may be terminated by either the Employee or the Employer by providing 60 days' notice in writing of such termination.

(c) Upon reaching mutual agreement regarding the details of the Program, the Employee shall:

(i) officially notify the Employer of their intended retirement date, such retirement date being up to four (4) years from the commencement date the Program as agreed by the Employee and the Employer; and

(ii) after a period of up to four (4) years participating in the Program, commence retirement, unless otherwise agreed between the Employee and the Employer. The Employer shall inform the Local of all such agreements.

(d) An Employee participating in the Program shall continue to earn salary at the Employee's pre-Program FTE and accrue benefits according to the Employee's FTE prior to Program participation for the period of participation in the Program.

(e) All clinical hours vacated shall be filled in accordance with Article 14.16.

3. **Pre-retirement FTE Reduction**

(a) The parties agree that a Regular Employee for whom the Employer has approved a reduction of the Employee's FTE in accordance with Article 14.1516 may continue to contribute to the pension plan in an unreduced fashion, provided the following criteria are met. The Employee must:

(i) be eligible for an unreduced pension, or have a combined age and years of nursing employment of 80; and

(ii) reduce their FTE by no more than 0.2 FTE and to no lower than a 0.6 FTE for no longer than a 2.5 year period.

(b) For Employees that have reduced their FTE in accordance with Article 14.16 as part of this Pre-retirement FTE Reduction, Article 14.16(c) is amended to read; "Employees shall not be permitted to decrease or increase their regular hours of work pursuant to Article 14.16 more frequently than once."

IV. UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION

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

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

A. Weekend Worker

B. Flexible Part-time Position;

C. Seasonal Part-time Position; and

D. Benefit-Eligible Casual Position.

A WEEKEND WORKER

Option I – Extended Work Day Option

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.

2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:

(a) a consecutive time period of 11.08 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and

(b) 29.55 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).

4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02(C)(g)(v) shall not apply.

5. Employees shall be paid for 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

6. **Vacation**

   (a) Vacation entitlement shall be determined in accordance with Article 37.05.

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

7. **Sick Leave**

   (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.

   (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. **Shift Differential and Weekend Premium**

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

9. **Letter of Portability**

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

10. **Pension**

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

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

1. The parties may mutually agree to implement a Regular Work Day Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.

2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:

   (a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and

   (b) 29.06 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Articles 7.02(g) (iii), and 7.02(g)(v) shall not apply.

5. Employees shall be paid for 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

6. **Vacation**

   (a) Vacation entitlement shall be determined in accordance with Article 17: Vacations With Pay.

   (b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

7. **Sick Leave**

   (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.

   (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. **Shift Differential and Weekend Premium**

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

9. **Letter of Portability**

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

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

B. FLEXIBLE PART-TIME POSITION

1. **Purpose**

   (a) The purpose of the Flexible Part-time Position (FPP) is to:

      (i) provide Employees with an opportunity to increase their FTE, as an alternative to the provisions of Article 14.16;

      (ii) allow flexibility on additional Shifts not included on the posted schedule;

      (iii) enhance recruitment by facilitating the creation of higher FTEs; and

      (iv) create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible.

2. **Definition**

   (a) An FPP is a position with:

      (i) a specified FTE of no less than 0.4 FTE;

(ii) at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and

(iii) the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.

(b) A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.

3. (a) **FPP Implementation**

(i) An Employee may request an FPP to increase their existing FTE. Such request shall not be unreasonably denied. Where such a request is granted, such Employee's existing FTE shall become the scheduled portion of the FPP, and the incremental increase in the Employee's FTE shall become the flexible portion of the FPP.

(ii) The Employer may post an FPP. The posting shall state the portion of the number of hours per Shift and Shifts per cycle that are scheduled, and the portion to be scheduled on a flexible basis.

(b) **FPP Termination**

(i) An Employee may terminate their FPP by:

(A) providing the Employer with 28 days' written notice of their intention to revert to their pre-FPP FTE; or

(B) providing the Employer with 28 days' written notice of their intention to reduce their FTE down to the scheduled portion of the FPP.

(ii) An Employer may terminate an FPP by issuing a position elimination notice pursuant to Article 15: Layoff and Recall.

4. **Scheduling of FPP and other Shifts**

(a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).

(b) The flexible portion of the FPP shall be scheduled as follows:

(i) Employees shall provide the Employer with their:

(A) Shift availability for greater than the flexible portion of their FPP; and

(B) designated days of rest

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

(ii) Where possible, the Employer will confirm the Employee's Shifts (based on an Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.

(c) The Employer shall not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees working the extended workday who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)

(d) Where Employees work a Shift(s) over and above their FPP, Article 30.01(a) shall apply.

5. **Sick Leave**

(a) Sick leave shall be accrued on all hours worked and paid at the Basic Rate of Pay.

(b) Sick leave may be taken on any Shift from the scheduled portion or the pre-booked flexible portion of the FPP, in accordance with Article 19: Sick Leave.

(c) If an Employee is unable to achieve their specified FTE over the four (4) week period referenced in Item 4(b)(i) due to illness or injury, sick leave will be paid up to the specified FTE.

6. **Vacation**

(a) Vacation will be accrued on all hours worked and paid at Basic Rate of Pay.

(b) Vacation up to the specified FTE may be requested pursuant to Articles 17: Vacation with Pay, 30: Part-time, Temporary and Casual Employees, and 37: Extended Work Day.

C. SEASONAL PART-TIME EMPLOYEE

1. The definition of Regular Employee under Article 2.04(a) is amended to include (iii) "Seasonal Part-time Employee", is one who is hired under the terms of this Letter of Understanding.

2. A Seasonal Part-time Employee shall be covered by the provisions of Article 30.01, except as provided otherwise below.

3. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.

4. A Seasonal Part-time Employee may achieve such a position by applying on a posted vacancy for a Seasonal Part Time position or by either requesting that their current position be converted into a Seasonal Part-time position, or that a vacancy posted pursuant to Article 14: Promotions, Transfers & Vacancies be converted to a Seasonal Part-time position. Such request shall not be unreasonably denied by the Employer.

5. A Seasonal Part-time Employee may choose to be paid either:

   (a) for those hours actually worked; or

   (b) as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.

6. (a) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be prorated based on the Employee's part-time FTE.

   (b) Where a Seasonal Part-time Employee opts to be paid according to Item 5(a) above, such Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable Collective Agreement plans.

7. (a) Such Employees' vacation and sick leave accrual shall be based on their regular hours worked.

   (b) Vacation and Sick leave shall only be utilized during the compressed work period described in Item 3 above.

D. BENEFIT-ELIGIBLE CASUAL EMPLOYEE

1. Purpose

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

(a) retain existing Casual Employees;

(b) provide flexible options for Employees as they transition through life stages; and

(c) enhance recruitment opportunities.

2. Definition

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

3. (a) **BECE Implementation**

   (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.4 FTE.

   (ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.4 FTE.

   (b) **BECE Termination**

   (i) A BECE may revert to casual status by providing the Employer with 28 days' written notice of their intention to revert to casual status; or

   (ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.

4. **Scheduling of BECE Shifts**

(a) Except for the vacation period, during which the Employer is not obligated to ensure the FTE, the BECE will provide the Employer with Shift availability and Shift choices, which exceed their guaranteed FTE, over a four (4) week period.

(b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.

(c) Where possible, the Employer shall confirm the Employee's Shifts (based on the Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.

(d) The Employer will not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)

(e) Where an Employee works a Shift(s) over and above the specified FTE, Article 30.03 shall apply.

5. **Sick Leave**

(a) Sick leave will be accrued on the BECE's FTE.

(b) Sick leave may be taken up to the BECE's FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury.

(c) If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve the guaranteed FTE by the end of the four (4) week period.

6. **Vacation**

Article 30.03(d) shall apply to all BECE's.

V. WORKFORCE ENHANCEMENT TASK FORCE

1. In addition to the strategies identified above, it is recommended that each Employer and the Union have joint consultations, at the Local level, to discuss approaches to human resource requirements including, but not limited to the preceding recruitment and retention initiatives. Any initiatives that affect the terms and conditions of employment shall require mutual agreement between the Union and the Employer.

2. The parties will share information regarding these Local initiatives at the Joint Committee.

3. Where appropriate, these Local initiatives will endeavour to access resources available through other initiatives.

LETTER OF UNDERSTANDING #8

RE: COMBINED POSITIONS

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

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

The parties agree to the following

1. This Letter of Understanding applies to all areas except to the Municipality of Wood Buffalo, Grande Prairie, Edmonton, St Albert, Red Deer, Calgary, Lethbridge and Medicine Hat.
2. Where the Employer has been unable to fill small (less than 0.42) FTE positions through the normal posting provisions or Article 14.16, the Employer may post combined positions to work in specified sites. Such positions shall not be structured to work in more than three (3) specified sites and the sites must be within 100 kilometres of one (1) another The posting shall indicate that the positions are combined. The Employer and the Union may mutually agree to the posting of combined positions in circumstances where the Employer has been unable to fill positions with an FTE greater than 0.42. The Union shall not unreasonably deny a proposal for a combined position created from FTEs greater than 0.42. If the Employer and the affected Local(s) agree, the distance between the specified Sites may be amended to 150 kilometres.
3. Newly created positions under this Letter of Understanding may be a combination of an “at” position with an “at or out of” position.
4. Employees for the above positions will be assigned a home site.
5. Article 7: Hours of Work and Scheduling Provisions

   Schedules for Employees will be posted in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in the specified sites. The Employer and the Union may also agree to amend the scheduling provisions. The schedules shall indicate the applicable site for all hours worked. Change of site for Shift will not activate the Shift change penalty.
6. Article 8: Overtime

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

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

   The most immediate supervisor at the home site of each Employee will do yearly evaluations in accordance with Article 13: Evaluations and Personnel File.
9. A job description will be developed in accordance with Article 39: Job Description and Classification for these positions.
10. When a combined position is vacated, the Employer will, prior to posting the combined position as a vacancy, consider whether the circumstances in one (1) or other site have changed to justify using Article 14.16 to increase the FTE of a position at one (1) of the sites.

LETTER OF UNDERSTANDING #9

RE: MERGER OR DIVISION OF UNITS

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

LETTER OF UNDERSTANDING #10

RE: SCHEDULING

For the purposes of Article 7: Hours of Work and Scheduling Provisions, the parties agree to the following:

1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labeling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one (1) hour on a day considered to be a scheduled day of rest.

2. For the purposes of Article 7.02(g)(ii) "two (2) consecutive days of rest" shall mean:

   (a) For Employees moving from day Shift to day Shift – two (2) complete calendar days off, ensuring a minimum of 63.75 hours off duty.

   (b) For Employees moving from day Shift to evening Shift – two (2) complete calendar days off, ensuring a minimum of 71.75 hours off duty.

   (c) For Employees moving from day Shift to night Shift – one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked ensuring a minimum of 55.75 hours off duty.

   (d) For Employees moving from evening Shift to day Shift – two (2) complete calendar days, ensuring a minimum of 55.75 hours off duty.

   (e) For Employees moving from evening Shift to evening Shift – two (2) complete calendar days, ensuring a minimum of 63.75 hours off duty.

   (f) For Employees moving from evening Shift to night Shift - one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked, ensuring a minimum of 47.75 hours off duty.

   (g) For Employees moving from night Shift to day Shift – two (2) complete calendar days off, ensuring a minimum of 71.75 hours off duty.

   (h) For Employees moving from night Shift to evening Shift – two (2) complete calendar days, ensuring a minimum of 79.75 hours off duty.

   (i) For Employees moving from night Shift to night Shift – one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked, ensuring a minimum of 63.75 hours off duty.

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

4. The Employer and the Local may mutually agree to amend the minimum of hours off duty by up to 2 hours. The Local shall not unreasonably deny a request to amend the minimum of hours off duty.

LETTER OF UNDERSTANDING #11

RE: NO REDUCTION OF NURSING HOURS

The parties agree that:

1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees.

2. (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.

   (b) The benchmark against which future annual comparisons of total Employee hours worked shall be the total of Employee hours worked between April 1, 2019 and March 31, 2020 (Benchmark Hours). A report of these hours will be broken into quarterly segments. Where possible, the report will provide information by zone, and by site or community services.

3. The process to conduct the future annual comparisons will be as follows:

   (a) The Employers will provide the Joint Committee with the Benchmark Hours within 120 days of ratification of this Collective Agreement.

   (b) For information, the Employers will provide the Joint Committee with quarterly reports on the total number of hours worked. For comparison and analysis purposes, where possible, the report will provide information by zone, and by site or community services.

   (c) (i) The Employers will provide the Joint Committee with an annual report on the total number of hours worked by Employees, with an analysis of the variation.

   (ii) Where there is a negative variation in the total number of hours worked, the Employers will provide an explanation of the variance.

   (iii) The Employers will take every reasonable action necessary to increase the total hours worked to the Benchmark Hours. The Employers will share information regarding these actions with the Union.

LETTER OF UNDERSTANDING #12

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:

   (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks' pay.

   (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks' pay.

   (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.

3. A Regular Employee who has received layoff notice in accordance with Article 15: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:

   (a) Layoff with recall rights as specified in Article 15: Layoff and Recall of the Collective Agreement; or

   (b) Severance in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.

5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.

7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

   (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

LETTER OF UNDERSTANDING #13

RE: DUTY TO ACCOMMODATE

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

LETTER OF UNDERSTANDING #14

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

Effective the first of the month following 90 days after the Date of Ratification, or January 1, 2015, 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 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 100% reimbursement for Basic dental services:

100% PRESCRIPTION DRUG CO-INSURANCE	100% BASIC DENTAL CO-INSURANCE
The following sites/programs in Northern Lights & Northwestern Former Health Entities (FHEs), including positions designated as "Community" and "Facility", but excluding NARP positions: • Northwest Health Centre (NWHC High Level), Addiction & Mental Health, & Public Health • Fort Vermilion Community Health Centre • St. Theresa General Hospital (Fort Vermillion) • La Crete Advanced Ambulatory Care Center, Community Health Centre & Continuing Care Centre • Northern Lights Regional Health Centre (NLRHC – Fort McMurray), Community Cancer Centre, Mental Health & Psychiatry Unit • Fort McMurray Addictions • Fort McMurray Public Health • Rainbow Lake Community Health Centre	
PEACE COUNTRY FHE • Valleyview Health Centre (*Facility)	

100% PRESCRIPTION DRUG CO-INSURANCE	100% BASIC DENTAL CO-INSURANCE
ASPEN FHE • Athabasca Healthcare Centre (*Facility) • Boyle Health Centre (*Facility) • Elk Point Health Centre (*Facility) • Smoky Lake Health Centre & Continuing Care (*Facility) • Hinton Health Centre (*Facility) • Jasper Health Centre (*Facility) • Edson Health Centre (*Facility)	
DAVID THOMPSON FHE • Sundre Hospital & Care Centre (*Facility) • Coronation Hospital (*Facility) • Ponoka Hospital & Care Centre (*Facility)	
EAST CENTRAL FHE • Provost Health Centre (*Facility) • Wainwright Health Centre (*Facility)	
CHINOOK FHE • Fort MacLeod Health Centre (*Facility) • Pincher Creek Health Centre (*Facility) • Crowsnest Pass Health Centre (*Facility) • Milk River Health Centre (*Facility) • Cardston Health Centre (*Facility) • Coaldale Health Centre (*Facility)	**CHINOOK** • Cardston Health Centre (*Facility) • Coaldale Health Centre (*Facility)
	CALGARY • Oilfields Hospital Black Diamond (*Facility)

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

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

LETTER OF UNDERSTANDING #15

RE: NON-HBTA BENEFIT PLANS

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

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

LETTER OF UNDERSTANDING #16

RE: PREPAID BENEFITS

Effective on the first day of the month following 90 days from the date of ratification the HBTA Benefits Plan shall be amended as follows:

(a) Benefits coverage for massage therapy shall be reconfigured to be $1000 per participant, each benefit year, with no per visit limit.

(b) Benefits coverage for Flash Glucose Monitors/Sensors shall be as follows:

- 100% coinsurance;
- 1 Flash Glucose Monitor/participant/24-month period;
- 30 Flash Glucose Sensors/participant/12-month period; and
- The Flash Glucose Monitoring System used in the management of diabetes shall be eligible for participants who have a written order of a Health Care Professional.

(c) The Employer agrees to work with the Union to develop strategies and initiatives to address the mental health of the workforce.

LETTER OF UNDERSTANDING #17

RE: LIVING DONOR WAGE REPLACEMENT

WHEREAS the parties wish to reduce any barriers that may prevent an Employee from becoming a living donor;

The Parties agree that the Alberta Health Services "Living Donor Wage Replacement" Policy will apply to the United Nurses of Alberta.

Alberta Health Services commits to consult with UNA when the policy is reviewed and negotiate any changes that may result from that review.

LETTER OF UNDERSTANDING #18

RE: MAXIMUM LENGTH OF SHIFT CYCLES

Notwithstanding the provisions of Article 2.13, the parties agree that there is a benefit to limiting repeating Shift Cycles to 12 weeks in duration where possible. The parties recognize that adapting schedules to ensure that the shift cycle repeats within a period of 12 weeks will take time and requires other changes that may impact Employees. The parties therefore agree as follows:

1. Unless otherwise agreed in writing by the Local and the Employer, or unless impossible, new Shift Schedules that are posted for implementation after the date of ratification (February 16, 2018) shall have Shift Cycles that are 12 weeks or less in duration. This Letter of Understanding shall not apply in workplaces where there are non-repeating shift cycles. The Employer shall make reasonable efforts to provide the Union with a listing of such workplaces within 90 days of date of ratification.
2. The parties recognize that the introduction of a new schedule that complies with item #1 may require alteration to an Employee's Shifts per Shift Cycle. In such cases, the alteration of an Employee's Shifts per Shift Cycle shall be minimized to the greatest extent possible and shall not trigger Article 15: Layoff and Recall.
3. The parties recognize that the introduction of a new schedule that complies with item #1 may require alteration to an Employee's FTE. In such cases, the alteration of an Employee's FTE shall be minimized to the greatest extent possible and shall not trigger Article 15: Layoff and Recall.
4. A revised letter of hire confirming the Employee's hours per Shift and Shifts per Shift Cycle shall be issued when there are changes.
5. Nothing in this Letter of Understanding affects any requirements the Employer has as the result of the Arbitration Award regarding UNA grievance #141371.
6. Shift Cycles that are in the process of being implemented prior to ratification shall be excluded from the application of this provision.

LETTER OF UNDERSTANDING #19

RE: PROFESSIONAL RESPONSIBILITY

The parties will continue participation in a forum for good faith discussions during the term of the Collective Agreement about how to improve the effectiveness of the Professional Responsibility Committee and addressing concerns about safe staffing.

To support the successful implementation of Letter of Understanding #28 Re: Safe Staffing, and guide the work of the Safe Staffing Task Force the parties will meet to identify a standardized list of clinical and operational data that should form the basis of an evidence-based review of staffing. This list will be made available to PRC Committees.

LETTER OF UNDERSTANDING #20

RE: INFORMATION SHARING

On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category; Notices of Vacancy; Voluntary Turnover/ Termination for the bargaining unit.

LETTER OF UNDERSTANDING #21

RE: ALTERNATE EXTENDED WORK DAY SCHEDULING OPTION

The parties agree there will be an additional optional extended work day scheduling system available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where this option is applied the relevant provisions of Article 37: Extended Work Day shall be amended as follows:

Option III: 11.08 Hour 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 11.08 hours per day;

(ii) be 36.93 hours per week averaged over one (1) complete Cycle of the 24-week Shift Schedule; and

(iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

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

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

(C) Amend Article 7.02(d), (g) 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.

(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 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.

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

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

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

LETTER OF UNDERSTANDING #22

RE: ARBITRATION COORDINATION MEETINGS

The parties agree that the Health Shared Services (HSS) General Legal Counsel (Labour & Employment), members of the HSS Negotiations and Labour Relations team and the HSS HRBP team shall meet at least twice each year with the members of the UNA leadership team with responsibility for grievances and arbitrations to:

1. review all outstanding grievances advanced to arbitration;
2. discuss the manner in which the grievances will be addressed (including expedited arbitration);
3. explore opportunities for resolving matters expeditiously with the goal of addressing ongoing liability; and
4. discuss other matters as they arise.

The parties may consent to review this process at any time.

LETTER OF UNDERSTANDING #23

RE: RURAL CAPACITY INVESTMENT FUND ("THE FUND")

1. The parties agree to implement a Rural Capacity Investment Fund. During the life of the Collective Agreement the Fund will be allocated $22.5 million/fiscal year.

2. The Primary goal of the Fund is to make a positive impact on the sustainability of rural operations by targeting initiatives, demonstration projects and pilots that will make a meaningful impact to the experience of Employees in rural locations.

3. The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the parties to be "difficult to recruit to" in the North, Central, and South Zones of signatory Employers to this Collective Agreement. The parties may mutually agree to target initiatives to "difficult to recruit to" rural sites that fall within the Edmonton and Calgary Zones. "Difficult to recruit to" may be determined by indicators such as:

   (a) high vacancy rates;

   (b) vacancies that remain unfilled for longer than 90 days;

   (c) high turnover; or

   (d) mutual agreement of the parties.

4. All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may:

   (a) invest in rural education;

   (b) target new Employees;

   (c) focus on site/program-specific concerns; or

   (d) address broader recruitment and retention challenges for the Employers.

   The parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return-for-service agreement as agreed by the parties.

5. The parties agree that the recruitment and retention initiatives may vary, depending on the identified needs. Employer and Union representatives will work at the Local or Zone/Program level, as appropriate, to reach agreement on recommended initiatives; discussions at the Local level shall utilize the Workforce Enhancement Task Force as described in Letter of Understanding #7 of this Collective Agreement.

6. The parties will endeavor to use the entire Fund within each fiscal year however funds can be carried over from year to year within the term of the Collective Agreement.

7. The parties will review the Fund and the effectiveness of initiatives quarterly through the Joint Committee, and agree to share any necessary information to assist in evaluating the effectiveness of the Fund in addressing rural and remote capacity issues. Funds used to add operational capacity will be assessed for return on investment in coordination with the operational leader(s) involved.

Operation of the Fund

8. A Rural Capacity Investment Fund Committee ("the Committee") shall be established within 30 days of ratification.

9. The Committee shall be comprised of 5 Employer and 5 Union representatives and a neutral Facilitator appointed by the Committee. The parties may mutually agree to add additional representatives as necessary. At least one of the Employer representatives and at least one of the Union representatives shall be from Covenant Health.

10. The primary function of the Committee is to ensure appropriate and full use of the funds to address rural and remote recruitment and retention challenges and will include the activities listed below.

    (a) Annual allocation of the available funds as follows:

        (i) recruitment and retention incentives and initiatives (including rural education); and

        (ii) relocation assistance.

    (b) Annual allocation of funds to participating Employers with operations in the North, Central and South Zones, based on identified criteria from the previous fiscal year or workforce forecasting. The Committee may also agree to allocate funds for initiatives in "difficult to recruit to" rural sites that fall within the Edmonton and Calgary Zones.

    (c) Determining the portion of funds to hold in reserve to ensure the Fund can respond to recruitment and retention challenges that arise throughout the year; such portion must not be more than 25%.

    (d) Reviewing successful initiatives from the last iteration of the Fund, identifying opportunities for further improvement, scaling and spreading of the successful initiatives. This may include negotiating the goals and terms of such initiatives, supporting implementation, and continuing evaluation.

    (e) Reviewing, considering, and approving proposed agreed upon initiatives from participating Employers with operations in the North, Central and South Zones and, mutually agreed "difficult to recruit to" rural sites that fall within the Edmonton and Calgary Zones.

    (f) Deciding between competing proposed initiatives or devising an appropriate solution when the parties have not been able to agree on a particular initiative.

    (g) Assessing allocations, funding status and initiatives quarterly in an effort to ensure the Fund is addressing recruitment and retention challenges as intended. This includes adjustments to the allocations and reconsideration of initiatives previously denied and/or new initiatives submitted for consideration.

11. The Committee shall use a consensus-based decision-making model. When deciding between competing initiatives, the Committee shall give preference to incentives or initiatives that will make a meaningful impact on the experience of Employees in rural locations.

12. The role of the Facilitator is to:

    (a) educate the committee on the consensus based decision making model;

    (b) assist the committee in setting norms; and

    (c) chair meetings and lead consensus-building sessions, and

    (d) render binding decisions when the committee cannot reach consensus.

13. The Facilitator's fees shall be paid from the Fund.

14. Administration of the Fund shall be in compliance with Health Shared Services Finance and Audit requirements.

Development and Submission of Initiatives:

15. Prior to the beginning of each fiscal year, Employer and Union representatives will work at the Local or Zone/Program level, as appropriate, to reach agreement on recommended initiatives.

16. All agreed to initiatives will be submitted to the Committee for consideration.

17. In circumstances where the parties cannot reach agreement regarding the initiative, the competing proposals shall be submitted to the Committee for consideration.

18. In addition to the foregoing, the Committee may identify other potential retention and recruitment strategies and reach agreement to explore those further through demonstration projects and pilots. In such cases the Parties will negotiate the goals and terms associated with the particular initiative.

19. This Letter of Understanding shall expire on March 30, 2028.

LETTER OF UNDERSTANDING #24

RE: PROVINCIAL WORKLOAD ADVISORY COMMITTEE

Alberta Health Services ("AHS") maintains overall responsibility and statutory liability for the staffing and staffing levels through the provision of all provincial health care services. AHS is working towards the development of staffing models based on a variety of factors including the acuity of patients and the associated workload. This work involves the triangulation of data through three tools/sources of information:

1. Operational Best Practices – the current methodology used to determine staffing targets in AHS, which also provides the ability to compare staffing levels nationally and within Alberta.
2. Acuity Based Staffing Tool (Safer Nursing Care Tool) – a pilot of an evidence-based patient classification method that estimates nurse staffing based on patients' acuity and dependence on nursing care.
3. Connect Care Nursing Workload Acuity Scoring System – a pilot capturing patient acuity and workload data as a by-product of clinical documentation in Connect Care.

The parties acknowledge that there is value in collaborating on the work towards the development of staffing models, based on the three sources of information described above, through transparent discussions, information sharing (excluding 3rd party and proprietary information), and seeking mutual understanding and agreement where possible. Implementation of Employer decisions related to the pilots or staffing models derived therefrom will not be delayed by the meetings of the Committee.

Therefore, the parties agree as follows:

1. A Provincial Workload Advisory Committee ("the Committee") shall be established within 90 days of the date of ratification.
2. The Committee shall consist of an equal number of Employer and Union representatives and a neutral Facilitator appointed by the Committee.
3. The Committee shall meet at least four times a year. Either party may request additional meetings, which shall not be unreasonably denied.
4. The function of the Committee is to examine and make recommendations to AHS regarding the aforementioned pilot projects from which the staffing models will be derived. This work requires recognition of the diversity of health professionals, flexibility and responsiveness to evolving needs of patients, and changes in technology and innovation, and will include:
    - identification of patient quality indicators and efficiency metrics that should be monitored;
    - reviewing workload and acuity measures and identification of other data for consideration;
    - validation of data analysis generated from the pilots (e.g. unit-to-unit
    - comparisons, patient-to-patient workload acuity comparisons); and
    - reviewing communication and teaching materials aimed at front line staff.

5. AHS Pilot Leads shall provide updates, at least four times a year, including transparent information sharing (exclusive of 3rd party or proprietary information) to the Advisory Committee on the progress of the pilot projects.

6. Discussions regarding labour relations matters (including grievances and arbitrations), occupational health and safety issues, specific concerns filed under the PRC process and budgetary decisions are outside the scope of the Committee.

7. The Committee shall use a consensus-based decision-making model. Recommendations to AHS shall only be made if consensus is reached.

8. The role of the Facilitator is to:

   - educate the committee on the consensus based decision making model;
   - assist the committee in setting norms; and
   - chair meetings and lead consensus-building sessions.

9. The Committee may mutually agree to engage the support of subject matter experts to assist with the above discussions.

10. The fees and expenses of the Facilitator shall be borne equally by the parties.

11. AHS shall consider recommendations made by the Committee. AHS shall provide a written response to recommendations to the Committee within 30 days.

12. This Letter of Understanding shall expire at the conclusion of the Collective Agreement unless the Parties mutually agree to extend the Committee.

LETTER OF UNDERSTANDING #25

RE: COLLECTIVE AGREEMENT BOOKLETS

The parties agree to make efforts to minimize reliance on Collective Agreement Booklets, and to encourage use of United Nurses of Alberta's App. As such, for this Collective Agreement, an initial printing of 5,000 copies will be ordered. Should additional printing be required during the term of the Collective Agreement, the parties will meet within thirty (30) days of the request to discuss the number of additional copies to be printed. If there is no agreement, an additional 5,000 copies shall be printed.

LETTER OF UNDERSTANDING #26

RE: JOINT CLASSIFICATION PROJECT

The Parties agree to work together on a project to improve the processes involved in the classification of nursing positions. This will include review and improvement or replacement of the existing classification tool, updating processes and expediting the timely resolution of classification disputes.

Therefore, the parties agree as follows:

1. The parties shall form a Classification Project Committee within 90 days of the date of ratification.
2. The Committee shall consist of six members: three Employer representatives and three Union representatives. The parties may mutually agree to add additional representatives or invite subject matter experts as necessary.
3. The Committee shall use a consensus-based decision-making model.
4. The parties may agree to engage the services of a subject matter expert in the area of classification. The subject matter expert's fees shall be jointly shared by the parties.
5. Committee meetings shall be conducted on a monthly basis.
6. The primary function of the Committee is to engage in good faith discussions to develop classification materials, tools and processes in order to enable constructive and purposeful discussions on classification matters going forward.
7. Upon implementation of the new classification tool, the Committee will review all outstanding classification grievances to determine whether the classification in question should be further reviewed using the new tool and referred through the Classification Appeals Process described in Letter of Understanding #27.

LETTER OF UNDERSTANDING #27

RE: CLASSIFICATION APPEAL PROCESS

Following the development and implementation of the new classification tool under Letter of Understanding #26 Re: Joint Classification Project, Article 39.03(d) shall cease to apply. The following processes will replace the Dispute Resolution Process indicated in Article 39.03(d) of the Collective Agreement:

39.04 Classification Appeals Process

(a) Employees who wish to have a classification decision issued pursuant to Article 39.03 further reviewed, shall in consultation with their Union Representative submit a written request to the Employer (In Scope Job Evaluation) within thirty (30) days of the time the Employee received written notification of the classification decision.

(b) The written request shall:

(i) outline the reasons the Employee believes the classification decision is not appropriate.

(ii) identify an appropriate existing classification within the agreement and specify how the current job duties fit within the proposed classification (rationale).

(iii) include any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.

(c) The Employer (In-Scope Job Evaluation) will conduct a further internal review based on the information provided, which may include discussions with the Employee, the Employee's Manager and/or Director, the Union and/or the Local. The Employer (In-Scope Job Evaluation) will provide a written response to the request for appeal to the Employee and the Union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.

(d) In the event the Union and Employee do not agree with the decision issued pursuant to (c) above, the Union may submit an appeal to the Executive Director, Negotiations & Labour Relations (or designate), within thirty (30) days following the date the decision was communicated in (c) above.

(e) The Executive Director, Negotiations & Labour Relations (or designate), shall meet with the Employer (In-Scope Job Evaluation) and the Union Representative within (60) days of the appeal being advanced. Both parties shall submit their respective positions in writing to the other Party and to the Executive Director, Negotiations & Labour Relations no later than ten (10) days, prior to the date of the meeting.

(f) The decision of the Executive Director, Negotiations & Labour Relations (or designate), will be communicated to the Union within ten (10) days of the internal appeal hearing.

(g) In the event the Union and Employee do not agree to the classification decision by the Executive Director, Negotiations & Labour Relations (or designate), the Union may submit an appeal of the decision to the Appeal Chair within thirty (30) days of the reply from the Executive Director Negotiations & Labour Relations (or designate).

(h) The Parties agree that a single external classification consultant (Appeal Chair), agreed to by the Parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, and job methodology, in effect within the Employer.

(i) The appeal hearing will be scheduled for both Parties to present their rationales and supporting documentation to the classification consultant (Appeal Chair). This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.

(j) Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.

(k) The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both Parties.

(l) The Appeal Chair shall be selected from a standing list of consultants agreed to by the Parties. Should the Parties fail to agree to an Appeal Chair, one shall be selected from the standing list of consultants using a randomized draw. The fees and expenses of the Appeal Chair shall be shared equally between the Parties.

(m) Salary treatment upon classification change shall be in accordance with Article 39.03 (e) or (f) as applicable under the circumstances.

(n) For the purposes of the Classification Appeals Process, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 18: Named Holidays.

(o) Time limits may be extended by mutual agreement in writing between the Union and the Employer. All time limits in this Article are directory.

LETTER OF UNDERSTANDING #28

RE: SAFE STAFFING

The Parties are committed to providing safe staffing for all patients, residents and clients.

When a Local or a Professional Responsibility Committee requests a review of the baseline staffing of any work area, a working committee shall be struck by the Local and the Employer, consisting of:

- Local representatives; and
- the most immediate supervisor in an excluded position; and
- the Senior Operating Officer of the Site or the Chief Zone Officer, or designate.

The working committee shall be meet within 30 days of the request. The Employer and Local agree to share and review the clinical and operational data as set out by the PRC Forum provided for under Letter of Understanding #19 and other information relevant to the issue(s) to allow for meaningful discussion.

Should the issue(s) not be resolved within 60 days of the initial meeting the matter will be referred to a Safe Staffing Task Force.

The purpose of the Safe Staffing Task Force's involvement is to assist the Parties in reaching a resolution of the staffing issue(s).

The Safe Staffing Task Force shall consist of an equal number of individuals, to a maximum of 4, knowledgeable in health care delivery and current nursing practice, appointed by the Union and The Employer. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose. The Task Force may make formal recommendations to the Parties.

Should an issue remain unresolved following 30 days of referral to the Safe Staffing Task Force, either Parties representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC) in accordance with Article 36.02 III.

The Parties may mutually agree to extend the time limits set out above.

LETTER OF UNDERSTANDING #29

BETWEEN
ALBERTA HEALTH SERVICES (AHS)
ASSISTED LIVING ALBERTA (ALA)
THE BETHANY GROUP (CAMROSE)
CANCER CARE ALBERTA (CCA)
COVENANT HEALTH
EMERGENCY HEALTH SERVICES (EHS)
GIVE LIFE ALBERTA (GLA)
HEALTH SHARED SERVICES (HSS)
LAMONT HEALTH CARE CENTRE
PRIMARY CARE ALBERTA (PCA)
RECOVERY ALBERTA: MENTAL HEALTH AND ADDICTION SERVICES (RECOVERY ALBERTA)

AND

UNITED NURSES OF ALBERTA (UNA)

RE: GRADUATE NURSE TRANSITION PILOT PROGRAM

Commencing April 1, 2025, the Parties agree to pilot an amended approach to support the transition of new nursing graduates entering into the workforce. The new pilot program is a maximum of 12 months in duration and pairs each participant with a clinical guide during an enhanced orientation phase and a mentor during the participant's transition to independent practice.

To facilitate this pilot, the Parties agree that the provisions of this Letter of Understanding shall replace Letter of Understanding #7 Re: Retention and Recruitment Initiatives Section I until March 30, 2028. Prior to April 1, 2025 the Employer will provide written framework and expectations of participants, clinical guides and mentors. The pilot program, shall be as described below.

I. GRADUATE NURSE TRANSITION PILOT PROGRAM

1. **Key Principles:**

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

   (b) Recruitment of new nursing graduates and ensuring their successful transition is critical to the sustainability of health care services;

   (c) The Employers have committed to have sufficient numbers of regular and temporary positions greater than six (6) months available to be able to hire at least 70% of the Alberta nursing student graduates;

(d) The Graduate Nurse Transition Pilot Program (GNTPP) is intended to ensure the successful recruitment, development, and long-term retention of new nursing graduates by supporting the development of confidence and competence to enable new nurses to work independently;

(e) The GNTPP serves as an employment transition and learning opportunity for Graduate Nurses;

(f) Clinical guidance and mentorship are important elements for success of the GNTPP and will be supported as part of the GNTPP; and

(g) GNTPP participants learn and develop confidence and competence at varying rates depending upon the individual and the Unit/Program, and the GNTPP needs to be sufficiently flexible to accommodate these differences.

2. **The Program:**

Commencing April 1, 2025, the Employers, with the exception of The Bethany Group (Camrose) and Lamont Health Care Centre, shall create at least 1000 temporary 12-month positions in each year of the Collective Agreement.

(a) A maximum of 25% of the above positions may be temporary Part-time positions of no less than 0.7 FTE.

(b) These positions shall not be part of the baseline staff count. There shall be no requirement to backfill such an Employee. During the Enhanced Orientation Phase, such Employee shall not be utilized to back fill another absent Employee. There shall be no reduction in the number of nursing hours worked on any Unit as a result of the creation of these positions.

(c) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for Graduate Nurses.

(d) The program shall consist of two key phases, Phase 1 is an Enhanced Orientation and Phase 2 is Independent Practice with Continued Support. Regardless of the duration of the orientation phase, the total duration of the program shall not exceed 12 months.

(e) **Phase 1 - Enhanced Orientation**

(i) Employees hired into the Program shall participate in an intensive orientation lasting 3 to 6 months depending on the clinical area they are assigned to and their individual progress.

(ii) Where the enhanced orientation requires completion of additional post-secondary training during the Enhanced Orientation, the program participant will be paid at the Basic Rate of Pay for their attendance in the post-secondary training program for all hours in attendance not to exceed a 1.0 FTE. The parties recognize that the participant will be required to adhere to the academic calendar of the applicable post-secondary institution. This will require temporary adjustment to the program participant's Shifts/Shift Cycle which shall not be considered a violation of the Collective Agreement.

(iii) During the enhanced orientation period, the program participant shall be assigned a clinical guide with whom they will be scheduled to work. The Employer shall endeavor to limit the assignment of clinical guides to not more than 2 per participant.

(iv) Clinical guides will work directly with the program participant on the same shifts, providing real-time clinical support, facilitating skill development, and assisting with patient care planning and decision-making. Clinical guides shall provide regular (at least daily) feedback to the program participant. Clinical guides shall also periodically review the learning plans. The clinical guide and participant share a patient/resident/client assignment.

(v) The manager and the program participant will have ongoing discussions regarding the participant's progress on a biweekly basis. The Manager and the clinical guide shall meet with the program participant at least monthly to review the participant's readiness to independently assume the full scope of RN or RPN practice. Once the program participant, manager, and clinical guide have determined that the program participant is ready to independently assume the full scope of RN or RPN practice, the participant will transition to the next phase of the program – Independent Practice with Continued Support.

(f) **Phase 2 - Independent Practice with Continued Support**

(i) After successful completion of the enhanced orientation, participants shall transition to independent practice in the same unit, program, Site or office at the same FTE they were originally hired into. During this phase, new nurses gradually gain autonomy while maintaining access to clinical practice support. Program participants will practice independently in the same setting, reinforcing their skills, confidence, and decision-making abilities.

(ii) During this period, program participants shall be assigned a mentor who will provide guidance and periodic support throughout the remainder of the program. The mentor provides broader professional development (not daily clinical support), offering feedback, and helping the new graduate navigate challenges. The program participant may work with the mentor on occasion however there is no requirement for the mentor and the program participant to be scheduled to work alongside one another.

(iii) The Employer shall establish a roster on which Employees may indicate their interest in providing mentorship. If there is not an acceptable individual at the Site to provide the required mentorship, the Employer shall assign an individual on the mentorship roster from another Site.

(iv) Once the participant has transitioned to independent practice, the participant will be required to make application for available vacant positions of no less than 0.5 FTE in the same type of practice setting, ideally within the same unit, program, Site or office. It is agreed that these Employees shall not receive special consideration for vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers & Vacancies.

(v) When the participant achieves a new position, they shall continue to work the FTE of their GNTPP position until their participation in the program is complete, unless the Employee appointed to a position with a higher FTE in which case the Employee will work the higher FTE of

their new position. In the event that the Employee is appointed to a position with a lower FTE pursuant to paragraph 2(f)(iii) above, the GNTPP FTE shall be achieved through scheduling of additional Shifts on the Employee's unscheduled days. Such Shifts will form part of the Employee's FTE and shall therefore be paid at the Basic Rate of Pay. An Employee will be assigned additional Shifts in accordance with the scheduling provisions applicable to Flexible Part-time positions.

(vi) After the program participant achieves a position, but while they are still in the Independent Practice Phase, a portion of their FTE shall continue to be excluded from the baseline count; this portion will be determined based on the difference between the FTE of their GNTPP position minus the FTE of their new position. For the portion excluded from the baseline there shall be no requirement to backfill such an Employee.

For example, a program participant who is hired into a 1.0 GNTPP position and achieves a 0.70 FTE position during this phase shall remain a 1.0 FTE for the remainder of the program; 0.70 of their FTE shall be part of the baseline staff count and 0.30 of their FTE shall remain excluded from the baseline staff count. There shall be no reduction in the number of nursing hours worked on any Unit as a result of the creation of these positions.

3. GNTPP participants who do not achieve a regular position within twelve (12) months of their initial appointment, will be transferred to casual status.

4. The competition for these positions shall be restricted to Graduate Nurses, Graduate Psychiatric Nurses, Registered Nurses and Registered Psychiatric Nurses who have graduated within the 12 months prior to commencement of the GNTPP and who have not yet obtained a regular position with one of the participating Employers.

5. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as amended in this Letter of Understanding.

6. Where Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the GNTPP shall be provided to the Joint Committee.

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

8. Notwithstanding the scheduled expiry of the program, the provisions of this Letter of Understanding shall continue to apply to Employees who have not completed their participation in the GNTPP by March 30, 2028.

9. This Letter of Understanding shall expire on March 30, 2028

LETTER OF UNDERSTANDING #30

RE: CALCULATION OF THE "TOTAL COST OF THE ABSENCE" PURSUANT TO ARTICLE 5.07

The Parties acknowledge there is a difference of opinion regarding the calculation of "total cost of the absence" pursuant to Article 5.07 of the Collective Agreement.

The parties shall convene a meeting within 60 days of the Date of Ratification to discuss the pay and benefits items that are accounted for in determining the Safe Staffing and reach agreement regarding the percentage of Union Leave that will be billed to the Union to cover the total cost of the absence.

In the event the parties fail to reach agreement regarding the calculation of the total cost of the absence, the parties shall utilize a mediation/arbitration process using one of the individuals named in Article 32.11. The mediator shall be mutually agreed to by the parties.

LETTER OF UNDERSTANDING #31

RE: LOCUM PROGRAM EXPANSION

1. HSS and UNA agree that it is preferable to utilize HSS Employees to provide staffing for rural facilities and programs experiencing challenges in terms of recruitment and retention of Employees and the RN/RPN Locum Program may assist in maintaining health care services in a community. The Parties therefore agree to expand the Locum Program to the Central and South Zones.
2. HSS and UNA will meet within 60 days of the date of ratification to commence negotiating in good faith, a new Local Condition for the expanded Locum Program.
3. The Local Condition for the Locum Program, once ratified, shall apply to the entire expanded Locum Program inclusive of the North, Central, and South Zones.
4. In the event the Parties are unable to reach agreement on the terms of the new Local Condition for the Locum Program within 60 days of commencing negotiations, the parties shall utilize a mediation/arbitration process using one of the individuals named in Article 32.11
5. Following the ratification of the new Local Condition, the parties shall establish a committee to discuss the logistics associated with the implementation of the expanded Locum Program. This Committee shall:
    a. consist of the current HSS and UNA members of the North Zone Locum Committee, additional representatives from the Central and South Zones, and such subject matter experts as deemed necessary by either party to support the expansion of the Locum Program;
    b. determine the required frequency for committee meetings; and
    c. provide regular updates to the Multi-Employer and UNA Joint Committee.
6. This Letter of Understanding shall expire March 31, 2028, or earlier if the Parties mutually agree the committee has fulfilled its intended purpose.

LETTER OF UNDERSTANDING #32

RE: POST-RATIFICATION AMENDMENTS

1. The Parties acknowledge the potential for changes in organizational structures as a result of the initiative to refocus healthcare.

2. The following Letters of Understanding include references to “zone” or “zones”:

   (a) Letter of Understanding #12 Re: No Reduction in Nursing Hours;

   (b) Letter of Understanding #27 Re: Rural Capacity Investment Fund;

   (c) Letter of Understanding #31 Re: Locum Expansion; and

   (d) Letter of Understanding # 33 Re: Stabilization Measures.

3. The Parties agree to meet for the purposes of amending the references to “zone” or “zones” in the aforementioned Letters of Understanding to reflect changes in organizational structures, where required.

LETTER OF UNDERSTANDING #33

RE: STABILIZATION MEASURES

PART A:

The Parties agree that the timely recruitment of net new Employees is a shared priority. The Parties therefore agree to conduct a pilot project aimed at ensuring the efficient and timely recruitment of external candidates.

1. The Parties agree to have regular discussions regarding the progress and success of this initiative (including the numbers) in increasing recruitment of net new Employees.
2. The Employer shall continue to post vacancies in accordance with Article 14: Promotions, Transfers and Vacancies. However, the Employer may also recruit external candidates, through other means.
3. When offering employment to an external candidate, the Employer will ensure:
   (a) the external candidate is appointed to a vacancy that has gone unfilled following the processes described in Article 14: Promotions, Transfers and Vacancies; or
   (b) the Employer and the Local have reached mutual agreement on the appointment of an external candidate on the basis that there is a vacancy, or a forecasted vacancy, requiring a particular combination of skills and expertise possessed by the specific external candidate, but not generally/widely available within the applicable applicant pool; or
   (c) failing the above, the external candidate may be appointed on a supernumerary basis.
4. Successful external candidates will be issued an offer of employment by the Employer:
   (a) Initial offer letters issued shall include the following:
      i. category (Regular, Temporary, or Casual);
      ii. classification;
      iii full time equivalency (FTE); and
      iv zone (as defined by Alberta Health Services).
   (b) Upon finalization of employment details and prior to a candidate's relocation to Alberta (if applicable), the Employer shall issue a revised offer letter that complies with the provisions of Article 14.11. In finalizing the offer of employment, the Employer and the candidate may mutually agree to amend the zone.
   (c) Prior to the external candidate's start date, the Employer will issue a letter of hire that complies with Article 14.11 of the Collective Agreement.
5. The Parties agree that for the purposes of this Letter of Understanding, "appointed on a supernumerary basis" means the Employee's position is not budgeted within the complement of Full-time or Part-time positions. There is therefore no requirement for the Employer to backfill a supernumerary Employee who is absent and there is nothing to prevent the Employer from backfilling an absent Employee with a supernumerary Employee. There shall be no reduction in the number of nursing hours worked within a unit, program, Site, or office as a result of the creation of supernumerary employment under this Letter of Understanding.

6. For the purposes of this Letter of Understanding supernumerary employment may take a variety of forms including, but not limited to, float assignments, providing backfill for Employees on vacation, time off in lieu, and leaves of absence.

7. The Parties agree that the supernumerary employment will end as soon as reasonably possible. The supernumerary Employee shall be required to make application for available vacant positions of no less than 0.5 FTE within the zone identified in section 4(a)(iv) above that is suitable to the Employee's skill set. The Parties agree however, that the priority is to transition the supernumerary Employee to a vacancy within their original unit, program, Site, or office as identified in their letter of hire.

8. In the event an Employee remains supernumerary for more than 6 months from their start date, the Parties will meet to determine how to transfer the Employee to a suitable position.

9. Where the transfer of a Supernumerary Employee pursuant to paragraph #7 or #8 results in moving the Employee to a different unit, program, Site, or office this shall not be considered a position elimination. AHS shall undertake all work necessary to amend the work permits of transferring Employees as required to reflect the change in Site.

10. When transferring a supernumerary Employee pursuant to paragraph #7 or #8 above the Employer shall guarantee the Employee's original employment category, classification, and FTE. In the event that the Employee is appointed to a position with a lower FTE, the Employer shall meet the requirement to guarantee the original FTE through scheduling of additional Shifts on the Employees unscheduled days. Such Shifts will form part of the Employee's FTE and shall therefore be paid at the Basic Rate of Pay. An Employee will be assigned additional Shifts in accordance with the scheduling provisions applicable to Flexible Part-time positions.

PART B:

1. At the time of hire, all new Employees hired into Regular positions shall not be eligible to exercise their rights under 14.01(c) for a period of 12 months of the initial start date of their Regular position. This does not apply in extenuating circumstances or to Employees applying on vacancies within the same unit, program, or office provided the vacancy is in a higher-rated classification, higher FTE, or Employees applying on vacancies pursuant to paragraph #7 of this Letter of Understanding.

PART C:

1. This Letter of Understanding shall expire on March 30, 2028 unless otherwise agreed.

2. Notwithstanding the scheduled expiry:

   (a) paragraph #10 of Part A shall continue to apply to any Employee while they remain in the position to which they were appointed in accordance with paragraphs #7 or #8 as applicable unless otherwise agreed between the Employee and the Employer; and

   (b) Part A of this Letter of Understanding shall continue to apply to Employees who are considered supernumerary as of March 30, 2028.

LETTER OF UNDERSTANDING #34

BETWEEN

ALBERTA HEALTH SERVICES (AHS)
ASSISTED LIVING ALBERTA (ALA)
CANCER CARE ALBERTA (CCA)
EMERGENCY HEALTH SERVICES (EHS)
GIVE LIFE ALBERTA (GLA)
HEALTH SHARED SERVICES (HSS)
PRIMARY CARE ALBERTA (PCA)
RECOVERY ALBERTA: MENTAL HEALTH AND ADDICTION SERVICES (RECOVERY ALBERTA)

AND

UNITED NURSES OF ALBERTA (UNA)

RE: HEALTH CARE RE-FOCUSING

The parties agree that the Letter of Understanding "RE: Transition of Employees Pursuant to the Health Statutes Amendment Act, 2024" shall be replaced with the following Letter of Understanding:

The parties acknowledge the Health Statutes Amendment Act, 2024 enables the creation of provincial health agencies or provincial health corporations and permits the issuing of transfer orders; and that the Government of Alberta is proceeding with Health Care Re-focusing, the impact of which is to transfer Employees or classes of Employees from AHS to a provincial health agency or provincial health corporation. Approximately 30,000 members of the Direct Nursing Care or Nursing Instruction bargaining unit as described in certificate #C-73-2013 are currently employed by AHS and may be impacted as a result of a transfer order. The parties have a shared interest in ensuring seamless continuation of service delivery for patients and clients while supporting impacted Employees through the transition.

The parties therefore agree as outlined in Part A and Part B in this Letter of Understanding.

Part A: Transition Terms

1. For purposes of this agreement the following definitions shall apply:

   (a) "Directly affected Employee" means AHS Employees holding positions identified for transfer to a provincial health agency or provincial health corporation as a result of a transfer order.

   (b) "Indirectly affected Employee" means an AHS Employee who is displaced by a directly affected Employee or as the result of the displacement of a directly affected Employee.

   (c) "Transferring Employee" means an AHS Employee who elects to transfer to a provincial health agency or provincial health corporation either as a result of a transfer order or as a result of exercising their rights under Part A, paragraph #19.

(d) "Payroll transfer date" means the date on which transferring Employees are migrated from the AHS payroll group to the provincial health agency payroll group or provincial health corporation payroll group.

2. AHS and UNA shall reach mutual agreement on a communication addressed to current bargaining unit members to outline potential impacts and options associated with the order establishing, the transfer order, and this agreement. This does not prohibit each party from issuing their own communications.

3. Effective as of the date that a transfer order is issued, AHS will issue a report to UNA to confirm the names of all directly affected Employees.

4. Following the date that a transfer order is issued, AHS shall issue a notice in person or via e-mail to all directly affected Employees to advise that their position has been identified for transfer to the provincial health agency or provincial health corporation. Directly affected Regular Employees may accept the transfer to the provincial health agency or provincial health corporation or decline the transfer. AHS and UNA shall reach mutual agreement regarding the deadline for Employees to respond to the notice. The Union shall be copied on notice letters to Employees.

5. (a) If a directly affected Employee is on a leave of absence, Workers' Compensation, absent due to illness or injury including STD and LTD at the time that the transfer order is issued, the Employee shall not be served with notice pursuant to Part A, paragraph #4 until after the Employee has advised AHS of their readiness to return to work.

(b) Where the Employee accepts the transfer to a provincial health agency or provincial health corporation after having been on STD or LTD, the transfer shall not be processed until after the Employee has returned and is actively at work with AHS.

(c) Where the Employee accepts the transfer to a provincial health agency or provincial health corporation after having been on WCB, the transfer shall not be processed until after the Employee has made a full return to work with AHS.

(d) The parties agree that each circumstance involving a directly affected Employee returning from STD, LTD, or WCB will need to be reviewed on a case-by-case basis. The approach taken may vary based on the specific circumstances at hand.

6. Directly affected Employees who elect to transfer or who do not respond by the specified date shall be deemed to have transferred to the provincial health agency or provincial health corporation, except in extenuating circumstances.

7. (a) Transferring Employees shall not be required to serve a new probationary or trial period as a result of the transfer to the provincial health agency or provincial health corporation.

(b) Transferring Employees who are in the process of completing an initial probationary period or a trial period at the time of transfer shall complete the probationary or trial period as applicable.

(c) A transferring Employee who is being reinstated or placed pursuant to Article 14.08(c) of the Collective Agreement shall be reinstated or placed:

(i) within AHS in circumstances where the Employee's former position was not affected by the transfer order; or

(ii) within the provincial health agency or provincial health corporation in circumstances where the Employee's former position was affected by the transfer order.

8. Directly affected Employees who wish to decline the transfer must do so in writing by the date specified in the notice issued pursuant to Part A, paragraph #4, except in extenuating circumstances. Employees are required to send their response to the designated AHS and UNA email addresses.

9. Directly affected Regular Employees who opt not to transfer to the provincial health agency or provincial health corporation, shall be served with notice of position elimination and shall have all rights as specified in Article 15: Layoff and Recall except that the Employee may not receive 28 days' notice. The parties agree that the Employee shall continue to work in the position being transferred until completing the processes under Article 15.04. Any directly affected Employee who opts not to transfer to a specific provincial health agency or provincial health corporation shall not be permitted to displace Employees within that provincial health agency or that provincial health corporation.

10. Directly affected Employees who opt not to transfer to the provincial health agency or provincial health corporation may be required to temporarily transfer for a period of up to six months. This will have the effect of postponing the notice of position elimination as described in Part A, paragraph #9. This requirement shall be limited to circumstances where the number of impacted Employees exercising their rights under Part A, paragraph #9 jeopardizes the viability of the program. In applying this provision, the Employer shall begin with the least senior of the Employees of the affected unit, program, or service who are exercising their rights under Part A, paragraph #9.

11. Directly affected Regular Employees working in temporary positions who opt not to transfer to the provincial health agency or provincial health corporation may be required to continue in the temporary position if the viability of the program is jeopardized. This will have the effect of postponing the notice of position elimination as described in Part A, paragraph #9.

12. A transferring Regular Employee working in a temporary position that is also affected by a transfer order shall be reinstated or placed within the provincial health agency or provincial health corporation in accordance with Article 14.08 at the conclusion of the temporary position.

13. A Regular AHS Employee working in a temporary position that is affected by a transfer order shall continue working in the temporary position as if temporarily transferred to the provincial health agency or provincial health corporation. The Employee shall maintain their status as a Regular AHS Employee. The temporary transfer to the provincial health agency or provincial health corporation shall last until:

(a) The provincial health agency or provincial health corporation decides that the incumbent Employee is no longer required to continue in the temporary position; or

(b) until the completion of the term of the temporary position expressed Article 14.02(a).

At the conclusion of the temporary transfer, the Regular AHS Employee shall be reinstated or placed in accordance with Article 14.08. Such Employees are prohibited from applying on further temporary opportunities within the provincial health agency or provincial health corporation.

14. A Regular provincial health agency or provincial health corporation Employee working in a temporary position that is not affected by a transfer order shall continue working in the temporary position as if temporarily transferred to AHS. The Employee shall maintain their status as a Regular Employee of the provincial health agency or provincial health corporation. The temporary transfer to AHS shall last until:

(a) AHS decides that the incumbent Employee is no longer required to continue in the temporary position; or

(b) until the completion of the term of the temporary position expressed in Article 14.02(a).

At the conclusion of the temporary transfer, the Regular provincial health agency or provincial health corporation Employee shall then transfer to the provincial health agency or provincial health corporation and be reinstated or placed in accordance with Article 14.08. Such Employees are prohibited from applying on further temporary opportunities within AHS.

15. Directly affected Temporary Employees, as defined under Article 2.04(c), and Casual Employees working in temporary positions that are affected by a transfer order shall transfer to the provincial health agency or provincial health corporation to continue working in the temporary position until:

(a) The provincial health agency or provincial health corporation decides that the incumbent Employee is no longer required to continue in the temporary position; or

(b) until the completion of the term of the temporary position expressed in Article 14.02(a).

At the conclusion of the temporary position a Casual Employee shall resume the normal terms and conditions of employment as a Casual Employee within the provincial health agency or provincial health corporation and/or AHS as applicable.

16. Individuals who are considered former Employees under the provisions of Article 14.12 shall have all rights associated with this transition agreement deferred until such time as they are scheduled for reinstatement to their former position, provided that the reinstatement occurs within the 18-month time period specified under 14.12.

17. Casual Employees who work in areas not affected by a transfer order and also in areas affected by a transfer order shall be permitted to maintain existing concurrent Casual employment with AHS and the provincial health agency or provincial health corporation following the payroll transfer date.

Such Employees will be included on the report specified under Part A, paragraph #3 where their primary Casual record is associated with a unit/program or service transferring to the provincial health agency or provincial health corporation but will not be included where their primary Casual record is

associated with a unit/program/service that is not transferring to the provincial health agency or provincial health corporation. Any Employee wanting to maintain Casual status with both Employers after the payroll transfer date will be required to the establish a Casual employment record with the other Employer through one of the units/programs/offices where they currently work additional Shifts. The additional Casual Record shall not be activated until the payroll transfer date. A request to create an additional Casual Record shall not be unreasonably denied. Such Employee shall not be required to serve a new probationary period.

18. Part Time AHS Employees who work additional Shifts Employees in an area affected by a transfer order (or vice versa) and wish to continue this relationship shall be required to establish Casual employment with the provincial health agency or provincial health corporation prior to the payroll transfer date. The new Casual Record shall not be activated until the payroll transfer date. A request to create an additional Casual Record shall not be unreasonably denied. Such Employee shall not be required to serve a new probationary period.

19. Indirectly affected Employees shall have, in addition to the rights specified in Article 15: Layoff and Recall, the option to select a vacancy at the provincial health agency or provincial health corporation provided the Employee has the ability to perform the work.

20. (a) Employees transferred to a provincial health agency or provincial health corporation (including those temporarily transferred under Part A, paragraphs #10, #11, and #13) shall maintain their positions as of the day before the effective date of the transfer order. Within 90 days of the effective date of the transfer order, each transferring Employee shall be issued a letter confirming the following:

    (i) category (Regular, Temporary or Casual);

    (ii) classification;

    (iii) applicable annual hours of work;

    (iv) FTE

    (v) number of hours per Shift and Shifts per Shift cycle;

    (vi) unit or units (if applicable) and program;

    (vii) site or sites at which the Employee works “at” or “at or out of”;

    (viii) seniority date;

    (ix) hire date;

    (x) increment level;

    (xi) vacation entitlement.

    (b) Each Regular Employee shall have thirty (30) consecutive calendar days from the date of notification of the information in Part A, paragraph #20(a) above, to advise the Employer, in writing, if the Employee believes the information in the letter is incorrect.

    (c) If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. Failing such agreement, Article 32: Dispute Resolution Process shall apply.

21. Each transferring Employee shall transfer hours worked towards their next increment, unused personal leave days and all credits accrued up to the date of the payroll transfer in the following banks: vacation, overtime, named holidays inclusive of the floater holiday (if applicable), and sick leave.

22. Provincial health agencies and provincial health corporations shall honour a transferring Employee's pre-approved:

    (a) vacation time;

    (b) personal leave;

    (c) professional development;

    (d) time off in lieu of overtime;

    (e) time off in lieu of a named holiday; and

    (f) Shift exchanges.

23. AHS shall undertake all work necessary to amend the work permits of transferring Employees as required to reflect the change in Employer to the applicable provincial health agency or provincial health corporation.

24. Vacancies posted prior to the effective date of the order to establish a provincial health agency or provincial health corporation that are still being recruited to shall be offered to reflect the provincial health agency or provincial health corporation as the Employer. Employees who accept an offer of employment issued after the effective date of the order to establish the provincial health agency or provincial health corporation shall not have any displacement rights arising as the result of the transfer order.

25. All Local Conditions applicable to identified sites or programs shall continue to apply following the transfer of Employees to the provincial health agency or provincial health corporation.

26. AHS and the provincial health agency or provincial health corporation shall be treated as a single Employer and the Direct Nursing and Nursing Instruction bargaining units shall be treated as a single bargaining unit for purposes of applying and administering the Collective Agreement until the payroll transfer date. Thereafter, AHS and the provincial health agency or provincial health corporation shall be treated as separate Employers and the Direct Nursing and Nursing Instruction bargaining units as separate bargaining units for purposes of applying and administering the Collective Agreement except as specifically amended in Part B: Post Payroll Transition.

Part B: Post Payroll Transition

These provisions come into effect following the payroll transfer date to the applicable provincial health agency or provincial health corporation pay group.

1. Application

   This agreement shall apply amongst AHS and provincial health agencies and provincial health corporations to which AHS Employees are transferred pursuant to an order issued in accordance with the Health Statutes Amendment Act, 2024. AHS and UNA agree to update the list of applicable provincial health agencies as orders are issued.

2. Promotions, Transfers and Vacancies

(a) If a vacancy remains at AHS after the provisions of Article 14: Promotions, Transfers & Vacancies have been implemented, Employees of a provincial health agency or provincial health corporation have the right to apply for the vacancy (and vice versa). The vacancy shall be filled whenever possible from Employees covered by this Letter of Understanding. 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.

(b) Should an AHS or provincial health agency or provincial health corporation Employee be the successful candidate, the Employee may transfer accrued seniority, pension entitlements, vacation entitlements and unused vacation up to 1 (one) year's entitlement and sick leave up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees are required to voluntarily terminate their employment with their initial (original) Employer as a condition of transferring the entitlements to their new Employer.

3. Layoff and Recall

(a) In addition to the options provided for under Article 15.04 (a), an Employee with more than 24 months of seniority whose position is eliminated by AHS or who is displaced in accordance with Article 15.04 shall have the option to take a position at any provincial health agency or provincial health corporation which is vacant and for which the Employee has the ability to perform the work. An Employee of a provincial health agency or provincial health corporation in the same circumstance shall have the option to take a position at AHS or any other provincial health agency or provincial health corporation which is vacant and for which the Employee has the ability to perform the work.

(b) An Employee covered by this Letter of Understanding and on layoff shall have the right to be recalled to AHS or any provincial health agency or provincial health corporation, provided that:

(i) the Employee has the ability to perform the work;

(ii) there are no Employees on layoff with recall rights at the receiving Employer; and

(iii) the receiving Employer has been unable to fill the position through any recall provisions which exist.

The Local(s) and the Employer(s) will discuss the implementation of this provision in the event of a layoff or position elimination and an Employee advises that they wish to exercise this right.

4. Emergency Reassignments

(a) Employees covered by this Letter of Understanding may be assigned to work at the direct nursing bargaining unit of an Employer that is party to this Letter of Understanding, 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 Agreement shall receive a reasonable period of orientation to the other site.

5. 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 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 at another Employer where the Employees are not represented by their 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 Employer where the Employees are not represented by their bargaining unit.

(d) Orientation

New Employees may be assigned to attend orientation at another Employer where the Employees are not represented by their bargaining unit to support centralized or standardized delivery or space issues. This shall not replace site or program specific orientation.

6. The parties recognize that the co-mingling of Employees, policies, equipment, patients, residents, and clients will be a major concern for both Employers, Employees, patients, residents, clients and families. The parties recognize that this may vary from Employer to Employer and Site to Site and will evolve over time. The parties recognize that the final decision on these matters rest with the Employer(s), subject to any provision in the Collective Agreement. To ensure complete transparency and in the interests of patient care, this matter will be a standing item on every affected Joint Occupational Health and Safety Committee and every affected Professional Responsibility Committee Meeting.

7. In the event that there are situations that arise that are not contemplated by this Letter of Understanding, the parties shall meet for the purposes of discussing the issue and reaching agreement on how to proceed. This Letter of Understanding shall be updated as required.

8. Expiry

This Letter of Understanding shall expire March 30, 2028.

LETTER OF UNDERSTANDING #35

RE: SALARY SCALE RESTRUCTURING

To address structural inequities in the salary scales the Employer shall implement the changes specified below.

1. Effective April 1, 2024, the Employer shall amend the salary scales for each classification to ensure a difference of 4.00% between each step. The percentage difference between each step for every classification shall be maintained at 4.00% thereafter.
2. Effective as of the Date of Ratification a 10th step will be added to all classifications and all Employees will advance by one pay step on the salary scale. Employees will retain their anniversary date, and all accrued increment hours towards their next pay step. This means that any hours worked prior to the date of ratification will count towards the next advancement on the applicable salary scale.
3. Immediately following the step advancement of Employees as described in paragraph 2, the first step of the salary scale shall be deleted and the remaining steps shall be renumbered.
4. The above shall not apply to the Undergraduate Nurse classification.
5. This Letter of Understanding shall expire as of March 31, 2028.

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.

SALARY APPENDIX

Article 26: Educational Allowances are included in the Salary Appendix for informational purposes only. Please refer to Article 26: Educational Allowances for further information including eligibility criteria.

REGISTERED NURSE
REGISTERED PSYCHIATRIC NURSE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
April 1, 2023	$39.21	$40.72	$42.23	$43.74	$45.27	$46.76	$48.27	$49.69	$51.46
2% LSPA Rate	$39.99	$41.53	$43.07	$44.61	$46.18	$47.70	$49.24	$50.68	$52.49
Revised Wage Grid *(4% per step)*	*$39.21*	*$40.78*	*$42.41*	*$44.11*	*$45.87*	*$47.70*	*$49.61*	*$51.60*	*$53.66*
April 1, 2024 - 3.00%	$40.39	$42.00	$43.68	$45.43	$47.25	$49.14	$51.10	$53.15	$55.27
With BSN $1.25 *(for information only)*	$41.64	$43.25	$44.93	$46.68	$48.50	$50.39	$52.35	$54.40	$56.52
2% LSPA Rate	$41.20	$42.84	$44.55	$46.34	$48.20	$50.12	$52.12	$54.21	$56.38
With BSN $1.25 *(for information only)*	$42.45	$44.09	$45.80	$47.59	$49.45	$51.37	$53.37	$55.46	$57.63
April 1, 2025 - 3.00%	$41.60	$43.26	$44.99	$46.79	$48.66	$50.61	$52.63	$54.74	$56.93
With BSN $1.25 *(for information only)*	$42.85	$44.51	$46.24	$48.04	$49.91	$51.86	$53.88	$55.99	$58.18
2% LSPA Rate	$42.43	$44.13	$45.89	$47.73	$49.63	$51.62	$53.68	$55.83	$58.07
With BSN $1.25 *(for information only)*	$43.68	$45.38	$47.14	$48.98	$50.88	$52.87	$54.93	$57.08	$59.32
Date of Ratification (DOR) *Move up 1 step / Grid shift*	$43.26	$44.99	$46.79	$48.66	$50.61	$52.63	$54.74	$56.93	$59.21
With BSN $1.25 *(for information only)*	$44.51	$46.24	$48.04	$49.91	$51.86	$53.88	$55.99	$58.18	$60.46
2% LSPA Rate	$44.13	$45.89	$47.73	$49.63	$51.62	$53.68	$55.83	$58.07	$60.39
With BSN $1.25 *(for information only)*	$45.38	$47.14	$48.98	$50.88	$52.87	$54.93	$57.08	$59.32	$61.64
April 1, 2026 - 3.00%	$44.56	$46.34	$48.20	$50.12	$52.13	$54.21	$56.38	$58.64	$60.98
With BSN $1.25 *(for information only)*	$45.81	$47.59	$49.45	$51.37	$53.38	$55.46	$57.63	$59.89	$62.23
2% LSPA Rate	$45.45	$47.27	$49.16	$51.12	$53.17	$55.29	$57.51	$59.81	$62.20
With BSN $1.25 *(for information only)*	$46.70	$48.52	$50.41	$52.37	$54.42	$56.54	$58.76	$61.06	$63.45
April 1, 2027 - 3.00%	$45.90	$47.73	$49.64	$51.63	$53.69	$55.84	$58.07	$60.40	$62.81
With BSN $1.25 *(for information only)*	$47.15	$48.98	$50.89	$52.88	$54.94	$57.09	$59.32	$61.65	$64.06
2% LSPA Rate	$46.82	$48.68	$50.63	$52.66	$54.76	$56.96	$59.23	$61.61	$64.07
With BSN $1.25 *(for information only)*	$48.07	$49.93	$51.88	$53.91	$56.01	$58.21	$60.48	$62.86	$65.32

CERTIFIED GRADUATE NURSE / GRADUATE NURSE - TEMPORARY PERMIT HOLDER
GRADUATE PSYCHIATRIC NURSE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
April 1, 2023	$35.87	$36.99	$37.76	$38.45	$39.06	$39.87	$41.15	$42.33	$43.82
2% LSPA Rate	$36.59	$37.73	$38.52	$39.22	$39.84	$40.67	$41.97	$43.18	$44.70
Revised Wage Grid *(4% per step)*	*$35.87*	*$37.30*	*$38.80*	*$40.35*	*$41.96*	*$43.64*	*$45.39*	*$47.20*	*$49.09*
April 1, 2024 - 3.00%	$36.95	$38.42	$39.96	$41.56	$43.22	$44.95	$46.75	$48.62	$50.56
With BSN $1.25 *(for information only)*	$38.20	$39.67	$41.21	$42.81	$44.47	$46.20	$48.00	$49.87	$51.81
2% LSPA Rate	$37.69	$39.19	$40.76	$42.39	$44.08	$45.85	$47.69	$49.59	$51.57
With BSN $1.25 *(for information only)*	$38.94	$40.44	$42.01	$43.64	$45.33	$47.10	$48.94	$50.84	$52.82
April 1, 2025 - 3.00%	$38.05	$39.58	$41.16	$42.81	$44.52	$46.30	$48.15	$50.08	$52.08
With BSN $1.25 *(for information only)*	$39.30	$40.83	$42.41	$44.06	$45.77	$47.55	$49.40	$51.33	$53.33
2% LSPA Rate	$38.81	$40.37	$41.98	$43.67	$45.41	$47.23	$49.11	$51.08	$53.12
With BSN $1.25 *(for information only)*	$40.06	$41.62	$43.23	$44.92	$46.66	$48.48	$50.36	$52.33	$54.37
Date of Ratification (DOR) *Move up 1 step / Grid shift*	$39.58	$41.16	$42.81	$44.52	$46.30	$48.15	$50.08	$52.08	$54.16
With BSN $1.25 *(for information only)*	$40.83	$42.41	$44.06	$45.77	$47.55	$49.40	$51.33	$53.33	$55.41
2% LSPA Rate	$40.37	$41.98	$43.67	$45.41	$47.23	$49.11	$51.08	$53.12	$55.24
With BSN $1.25 *(for information only)*	$41.62	$43.23	$44.92	$46.66	$48.48	$50.36	$52.33	$54.37	$56.49
April 1, 2026 - 3.00%	$40.76	$42.39	$44.09	$45.85	$47.69	$49.60	$51.58	$53.64	$55.79
With BSN $1.25 *(for information only)*	$42.01	$43.64	$45.34	$47.10	$48.94	$50.85	$52.83	$54.89	$57.04
2% LSPA Rate	$41.58	$43.24	$44.97	$46.77	$48.64	$50.59	$52.61	$54.71	$56.91
With BSN $1.25 *(for information only)*	$42.83	$44.49	$46.22	$48.02	$49.89	$51.84	$53.86	$55.96	$58.16
April 1, 2027 - 3.00%	$41.99	$43.67	$45.41	$47.23	$49.12	$51.08	$53.13	$55.25	$57.46
With BSN $1.25 *(for information only)*	$43.24	$44.92	$46.66	$48.48	$50.37	$52.33	$54.38	$56.50	$58.71
2% LSPA Rate	$42.83	$44.54	$46.32	$48.17	$50.10	$52.10	$54.19	$56.36	$58.61
With BSN $1.25 *(for information only)*	$44.08	$45.79	$47.57	$49.42	$51.35	$53.35	$55.44	$57.61	$59.86

ASSISTANT HEAD NURSE
NURSE CLINICIAN

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
April 1, 2023	$40.52	$42.28	$43.99	$45.66	$47.27	$49.02	$50.59	$52.09	$53.91
2% LSPA Rate	$41.33	$43.13	$44.87	$46.57	$48.22	$50.00	$51.60	$53.13	$54.99
Revised Wage Grid *(4% per step)*	*$40.52*	*$42.14*	*$43.83*	*$45.58*	*$47.40*	*$49.30*	*$51.27*	*$53.32*	*$55.45*
April 1, 2024 - 3.00%	$41.74	$43.41	$45.14	$46.95	$48.82	$50.78	$52.81	$54.92	$57.12
With BSN $1.25 *(for information only)*	$42.99	$44.66	$46.39	$48.20	$50.07	$52.03	$54.06	$56.17	$58.37
2% LSPA Rate	$42.57	$44.28	$46.04	$47.89	$49.80	$51.80	$53.87	$56.02	$58.26
With BSN $1.25 *(for information only)*	$43.82	$45.53	$47.29	$49.14	$51.05	$53.05	$55.12	$57.27	$59.51
April 1, 2025 - 3.00%	$42.99	$44.71	$46.50	$48.36	$50.29	$52.30	$54.39	$56.57	$58.83
With BSN $1.25 *(for information only)*	$44.24	$45.96	$47.75	$49.61	$51.54	$53.55	$55.64	$57.82	$60.08
2% LSPA Rate	$43.85	$45.60	$47.43	$49.33	$51.30	$53.35	$55.48	$57.70	$60.01
With BSN $1.25 *(for information only)*	$45.10	$46.85	$48.68	$50.58	$52.55	$54.60	$56.73	$58.95	$61.26
Date of Ratification (DOR) *Move up 1 step / Grid shift*	$44.71	$46.50	$48.36	$50.29	$52.30	$54.39	$56.57	$58.83	$61.18
With BSN $1.25 *(for information only)*	$45.96	$47.75	$49.61	$51.54	$53.55	$55.64	$57.82	$60.08	$62.43
2% LSPA Rate	$45.60	$47.43	$49.33	$51.30	$53.35	$55.48	$57.70	$60.01	$62.40
With BSN $1.25 *(for information only)*	$46.85	$48.68	$50.58	$52.55	$54.60	$56.73	$58.95	$61.26	$63.65
April 1, 2026 - 3.00%	$46.05	$47.89	$49.81	$51.80	$53.87	$56.02	$58.27	$60.60	$63.02
With BSN $1.25 *(for information only)*	$47.30	$49.14	$51.06	$53.05	$55.12	$57.27	$59.52	$61.85	$64.27
2% LSPA Rate	$46.97	$48.85	$50.81	$52.84	$54.95	$57.14	$59.44	$61.81	$64.28
With BSN $1.25 *(for information only)*	$48.22	$50.10	$52.06	$54.09	$56.20	$58.39	$60.69	$63.06	$65.53
April 1, 2027 - 3.00%	$47.43	$49.33	$51.30	$53.35	$55.49	$57.71	$60.01	$62.41	$64.91
With BSN $1.25 *(for information only)*	$48.68	$50.58	$52.55	$54.60	$56.74	$58.96	$61.26	$63.66	$66.16
2% LSPA Rate	$48.38	$50.32	$52.33	$54.42	$56.60	$58.86	$61.21	$63.66	$66.21
With BSN $1.25 *(for information only)*	$49.63	$51.57	$53.58	$55.67	$57.85	$60.11	$62.46	$64.91	$67.46

HEAD NURSE INSTRUCTOR

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
April 1, 2023	$42.91	$44.76	$46.67	$48.54	$50.46	$52.41	$54.02	$55.61	$57.57
2% LSPA Rate	$43.77	$45.66	$47.60	$49.51	$51.47	$53.46	$55.10	$56.72	$58.72
Revised Wage Grid *(4% per step)*	*$42.91*	*$44.63*	*$46.41*	*$48.27*	*$50.20*	*$52.21*	*$54.29*	*$56.47*	*$58.73*
April 1, 2024 - 3.00%	$44.20	$45.97	$47.80	$49.72	$51.70	$53.77	$55.92	$58.16	$60.49
With BSN $1.25 *(for information only)*	$45.45	$47.22	$49.05	$50.97	$52.95	$55.02	$57.17	$59.41	$61.74
2% LSPA Rate	$45.08	$46.89	$48.76	$50.71	$52.73	$54.85	$57.04	$59.32	$61.70
With BSN $1.25 *(for information only)*	$46.33	$48.14	$50.01	$51.96	$53.98	$56.10	$58.29	$60.57	$62.95
April 1, 2025 - 3.00%	$45.52	$47.34	$49.24	$51.21	$53.26	$55.39	$57.60	$59.91	$62.30
With BSN $1.25 *(for information only)*	$46.77	$48.59	$50.49	$52.46	$54.51	$56.64	$58.85	$61.16	$63.55
2% LSPA Rate	$46.43	$48.29	$50.22	$52.23	$54.33	$56.50	$58.75	$61.11	$63.55
With BSN $1.25 *(for information only)*	$47.68	$49.54	$51.47	$53.48	$55.58	$57.75	$60.00	$62.36	$64.80
Date of Ratification (DOR) *Move up 1 step / Grid shift*	$47.34	$49.24	$51.21	$53.26	$55.39	$57.60	$59.91	$62.30	$64.79
With BSN $1.25 *(for information only)*	$48.59	$50.49	$52.46	$54.51	$56.64	$58.85	$61.16	$63.55	$66.04
2% LSPA Rate	$48.29	$50.22	$52.23	$54.33	$56.50	$58.75	$61.11	$63.55	$66.09
With BSN $1.25 *(for information only)*	$49.54	$51.47	$53.48	$55.58	$57.75	$60.00	$62.36	$64.80	$67.34
April 1, 2026 - 3.00%	$48.76	$50.72	$52.74	$54.85	$57.05	$59.33	$61.70	$64.17	$66.74
With BSN $1.25 *(for information only)*	$50.01	$51.97	$53.99	$56.10	$58.30	$60.58	$62.95	$65.42	$67.99
2% LSPA Rate	$49.74	$51.73	$53.79	$55.95	$58.19	$60.52	$62.93	$65.45	$68.07
With BSN $1.25 *(for information only)*	$50.99	$52.98	$55.04	$57.20	$59.44	$61.77	$64.18	$66.70	$69.32
April 1, 2027 - 3.00%	$50.23	$52.24	$54.33	$56.50	$58.76	$61.11	$63.55	$66.10	$68.74
With BSN $1.25 *(for information only)*	$51.48	$53.49	$55.58	$57.75	$60.01	$62.36	$64.80	$67.35	$69.99
2% LSPA Rate	$51.23	$53.28	$55.42	$57.63	$59.94	$62.33	$64.82	$67.42	$70.11
With BSN $1.25 *(for information only)*	$52.48	$54.53	$56.67	$58.88	$61.19	$63.58	$66.07	$68.67	$71.36

CLINICAL NURSE SPECIALIST

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
April 1, 2023	$45.04	$47.00	$49.01	$50.98	$52.98	$55.02	$56.72	$58.38	$60.44
2% LSPA Rate	$45.94	$47.94	$49.99	$52.00	$54.04	$56.12	$57.85	$59.55	$61.65
Revised Wage Grid *(4% per step)*	*$45.04*	*$46.84*	*$48.72*	*$50.66*	*$52.69*	*$54.80*	*$56.99*	*$59.27*	*$61.64*
April 1, 2024 - 3.00%	$46.39	$48.25	$50.18	$52.18	$54.27	$56.44	$58.70	$61.05	$63.49
With BSN $1.25 *(for information only)*	$47.64	$49.50	$51.43	$53.43	$55.52	$57.69	$59.95	$62.30	$64.74
2% LSPA Rate	$47.32	$49.22	$51.18	$53.22	$55.36	$57.57	$59.87	$62.27	$64.76
With BSN $1.25 *(for information only)*	$48.57	$50.47	$52.43	$54.47	$56.61	$58.82	$61.12	$63.52	$66.01
April 1, 2025 - 3.00%	$47.78	$49.69	$51.68	$53.75	$55.90	$58.14	$60.46	$62.88	$65.39
With BSN $1.25 *(for information only)*	$49.03	$50.94	$52.93	$55.00	$57.15	$59.39	$61.71	$64.13	$66.64
2% LSPA Rate	$48.74	$50.68	$52.71	$54.83	$57.02	$59.30	$61.67	$64.14	$66.70
With BSN $1.25 *(for information only)*	$49.99	$51.93	$53.96	$56.08	$58.27	$60.55	$62.92	$65.39	$67.95
Date of Ratification (DOR) *Move up 1 step / Grid shift*	$49.69	$51.68	$53.75	$55.90	$58.14	$60.46	$62.88	$65.39	$68.01
With BSN $1.25 *(for information only)*	$50.94	$52.93	$55.00	$57.15	$59.39	$61.71	$64.13	$66.64	$69.26
2% LSPA Rate	$50.68	$52.71	$54.83	$57.02	$59.30	$61.67	$64.14	$66.70	$69.37
With BSN $1.25 *(for information only)*	$51.93	$53.96	$56.08	$58.27	$60.55	$62.92	$65.39	$67.95	$70.62
April 1, 2026 - 3.00%	$51.19	$53.23	$55.36	$57.58	$59.88	$62.27	$64.77	$67.36	$70.05
With BSN $1.25 *(for information only)*	$52.44	$54.48	$56.61	$58.83	$61.13	$63.52	$66.02	$68.61	$71.30
2% LSPA Rate	$52.21	$54.29	$56.47	$58.73	$61.08	$63.52	$66.07	$68.71	$71.45
With BSN $1.25 *(for information only)*	$53.46	$55.54	$57.72	$59.98	$62.33	$64.77	$67.32	$69.96	$72.70
April 1, 2027 - 3.00%	$52.72	$54.83	$57.02	$59.30	$61.68	$64.14	$66.71	$69.38	$72.15
With BSN $1.25 *(for information only)*	$53.97	$56.08	$58.27	$60.55	$62.93	$65.39	$67.96	$70.63	$73.40
2% LSPA Rate	$53.77	$55.93	$58.16	$60.49	$62.91	$65.42	$68.04	$70.77	$73.59
With BSN $1.25 *(for information only)*	$55.02	$57.18	$59.41	$61.74	$64.16	$66.67	$69.29	$72.02	$74.84

UNDERGRADUATE NURSE	STEP 1
Year 1 - **April 1, 2024** - 3%	$29.75
Year 2 - **April 1, 2025** - 3%	$30.64
Year 3 - **April 1, 2026** - 3%	$31.56
Year 4 - **April 1, 2027** - 3%	$32.51

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ON BEHALF OF THE EMPLOYER BARGAINING TEAM	ON BEHALF OF THE UNION BARGAINING TEAM
Raelene Fitz	
Kimberley-Ann Blanc	Heather Smith
Crystal Roberts	Blair Burgess
ayoung	
Pohan. Vashishtha	Merrell
PG Ison	Gail Pedersen Todd
	J Robinson
Rosemary Van Herk - Auger	Jerrie Bradshaw
M. Zenbal	Kevin Champagne
	Rachael Schiller
	Bennett
Date: April 15, 2026	Date: April 15, 2026

ON BEHALF OF THE EMPLOYERS
(each employer executing this Agreement by counterpart)

Name: Andre Tremblay
Title Interim Chief Executive Officer
Employer: Alberta Health Services (AHS)

Name: Deanna Paulson
Title Chair & Interim Managing Director
Employer: Give Life Alberta (GLA)

Name: Toby Schneider
Title Acting Chief Executive Officer
Employer: Assisted Living Alberta (ALA)

Name: Maureen Towle
Title Interim Chief Executive Officer
Employer: Health Shared Services (HSS)

Name: Carla Beck
Title Chief Executive Officer
Employer: The Bethany Group (Camrose)

Name: Shahad Bharmal
Title Chief Executive Officer
Employer: Lamont Health Care Centre

Name: Brenda Hubley
Title Chair & Interim Managing Director
Employer: Cancer Care Alberta (CCA)

Name: Kimberley Simmonds
Title Chief Executive Officer
Employer: Primary Care Alberta (PCA)

Name: Patrick Dumelie
Title Chief Executive Officer
Employer: Covenant Health

Name: Kerry Bales
Title Chief Executive Officer
Employer: Recovery Alberta (RA)

Name: Les Fisher
Title Chair, Managing Director, and Chief
Employer: Emergency Health Services (EHS)