

**MEDIATOR'S RECOMMENDATION
FOR THE SETTLEMENT OF THE TERMS OF THE
COLLECTIVE AGREEMENT**

BETWEEN:

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

- and -

THE UNITED NURSES OF ALBERTA

**David Phillip Jones, Q.C.
Mediator**

8 July 2014

Except for the changes specified below and the changes previously agreed upon by the parties, all other items are to remain as in the current collective agreement and existing letters of understanding (with any appropriate date changes).

A. Article 1.01: Term:

Four years, commencing on April 1, 2013 and ending on March 31, 2017.

B. Article 7.02

Amend Article 7.02(g) to read as follows:

- 7.02 (g H) 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 consecutive days of rest;
 - (iii) days of rest on 1/2 of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, provided not more than one 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;
 - (iv) not more than six consecutive scheduled days of work; and
 - (v) Where possible, one weekend in each four 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 that not more than one hour is worked on the Monday of the extended weekend.

Retain (but re-number as required) current 7.02(g.1) which reads as follows:

- (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 out of 12 of the weekends averaged over one 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.

C. Article 7.07

Amend Article 7.07 to read as follows:

- 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.

The "Letter of Understanding Re: Scheduling" shall be maintained.

D. Article 16: New Letter of Understanding Re: In-Charge Designation for More than One Unit

Add the following Letter of Understanding:

RE: IN-CHARGE DESIGNATION FOR MORE THAN ONE UNIT

Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one 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 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 other regulated health professional on each unit.
3. An Employee assigned in-charge for more than one unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one unit.

E. Article 17: Vacations with Pay

Amend Article 17.03 to read as follows:

17.03 Time of Vacation

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

VACATION SCHEDULE PLANNER

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

F. Article 21 Consolidated Benefits Plan

Amend Article 21 to read as follows:

- 21.01 Effective the first of the month following 90 days after the date of ratification, or January 1, 2015, whichever is later, the Employer shall provide the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (Plan). The Plan will be compulsory for all eligible Employees and will include the following:
- (a) HBTA Supplementary Health Benefits Plan, inclusive of:
 - (i) vision care coverage providing for annual eye exams and up to \$600 every two calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
 - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel criteria that medication must be 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 \$1000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1000);
 - (iii) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
 - (iv) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
 - (d) The HBTA Dental Benefits Plan or equivalent, inclusive of:
 - (i) reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.
- 21.02 (a) Where the benefits specified in Article 21.01 are provided through administrative or insurance contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

- (b) The parties agree that there shall be no substantive change to any of 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 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(c)(v) above.
- 21.07 Providing the Employee is actively at work:
- (a) supplementary health and dental plan benefits commence on the hire date if the hire date is the first of the month or for those hired after the first of the month benefits commence the first day of the month following the date of hire into a benefits eligible position; and
 - (b) all other benefits commence on the date of hire into a benefits eligible position, or where applicable, the date the insurer approves the coverage.
- 21.08 Retiree Supplementary Health Care and Dental Coverage (ARTA Benefit Plan)
- (a) the Employer agrees to take all necessary steps to facilitate the enrollment of retired Employees on the Alberta Retired Teachers' Association (ARTA) benefit plan for supplemental health care and dental coverage, including:
 - (i) Obtaining all relevant information from the ARTA benefit plan and sharing the information with the union.

- (ii) Working with the ARTA to develop information materials for retired and retiring Employees.
- (iii) Providing retiring Employees with the information to facilitate their enrollment on the ARTA benefit plan.
- (b) enrolment in the ARTA benefit plan will be subject to the terms and conditions of the ARTA benefit plan.
- (c) the Employer and the union will post the information for retired and retiring Employees on their web sites.
- (d) all retired and retiring Employees wishing to access the ARTA benefit plan must become ARTA members.
- (e) the premiums for retiree supplementary health care and dental coverage shall be paid 100% by the retiree. (former lou)

Delete Letter of Understanding Re: Prepaid Health Benefits (page 142 of current Agreement).

G. Summary of Benefits

Benefits at a Glance
July 2, 2014

NOTE: This is a summary of benefits only and not intended to form part of the Collective Agreement. If there is a discrepancy between the Plan and this chart, the Plan governs.

1. Health Benefits

HEALTH MAX	\$2,000,000
HEALTH YEAR	Jan
FULL DRUG PLAN	DIRECT BILL
DRUG CO-INSURANCE	80.00%
DISPENSING FEE CAP	N/A
LEAST COST ALTERNATIVE	YES
PRESCRIPTION SUBSTITUTION	YES
ALLERGY SERUMS	INCLUDED
VACCINES	HEP AB (80%) SHINGLES (80%)
HOSPITAL PRIVATE	SEMI/PRIVATE
HOSPITAL CO-INSURANCE	100%

NURSING/AUX HOMES AMOUNT	\$1000/BENEFIT YR
NURSING/AUX HOMES CO-INSURANCE	100%
ACCIDENTAL DENTAL CO-INSURANCE	100%
ACCIDENTAL DENTAL AMOUNT	\$2000/ ACCIDENT
AMBULANCE CO-INSURANCE	100%
DIABETIC SUPPLIES CO-INSURANCE	100%
DIABETIC EQUIPMENT INSULIN PUMP	1/5 YRS
GLUCOSE TRANSMITTERS	1/5 YRS
GLUCOSE SENSORS	INCLUDED
BLOOD MONITORS	\$175/5 YRS
FOOT ORTHOTIC	\$500/2 YRS
FOOT ORTHOTIC CO-INSURANCE	100%
HEARING AIDES MAX	\$3000/5 YRS
HEARING AIDES CO-INS	100%
NURSING PRIVATE DUTY	\$10,000/BENEFIT YR
MASTECTOMY CO-INSURANCE	100%
MASTECTOMY MAX	\$200 SINGLE, \$400 DOUBLE/ 24 MONTHS
SUPPORTING BRA	2 PER YEAR MAXIMUM OF \$50 EACH
WIGS/HAIRPIECES	200/2YRS
MEDICAL AIDS CO-INSURANCE	100%
SPLINTS, TRUSSES, CASTS, CRUTCHES,	INCLUDED
CERVICAL COLLARS & TRACTION KIDS	INCLUDED
SURGICAL STOCKINGS/COMPRESSION ARM SLEEVE	2/BEN/YR MAX
STUMP SOCKS	6/BEN/YR
ILEOSTOMY & COLOSTOMY SUPPLIES	INCLUDED
URINARY KITS & CATHETERS	INCLUDED
MEDICAL DURABLE EQUIPMENT CO-INSURANCE	100%
HOSPITAL BEDS	INCLUDED
WHEELCHAIRS	INCLUDED
WALKERS	INCLUDED
CPAP MACHINE	INCLUDED
AEROCHAMBERS	\$40/24 MO

OXYGEN EQUIPMENT, SUPPLIES & ADMIN	INCLUDED
IRON LUNGS	INCLUDED
BRACES	INCLUDED
ARTIFICIAL EYES & LIMBS	INCLUDED
BLOOD/BLOOD PLASMA	INCLUDED
LAB SERVICES	INCLUDED
X-RAY	INCLUDED
RADIUM & RADIOACTIVE ISOTOPES	INCLUDED
ORTHO SHOES PER YEAR	1 PAIR/BEN YR
ORTHO SHOES CO-INS	100%
PARAMEDICAL PRACTITIONER COVERAGE	
PSYCHOLOGIST/MASTER OF SOCIAL WORK	PSYCHOLOGIST/MSW ADDICTIONS COUNSELLOR
P/S AMOUNT PER VISIT	\$100
P/S MAX PER BENEFIT YEAR	20 VISITS
P/S CO-INSURANCE	100%
SPEECH PATHOLOGIST PER VISIT	\$35
SPEECH MAX/BENEFIT YEAR	20 VISITS
SPEECH CO-INSURANCE	100%
MASSAGE THERAPIST PER VISIT	\$50
MASSAGE MAX/BENEFIT YEAR	20 VISITS
MASSAGE CO-INSURANCE	100%
MASSAGE PRESC	REQUIRED
CHIROPRACTOR PER VISIT	\$35
CHIRO MAX/BENEFIT YEAR	20 VISITS
CHIRO CO-INSURANCE	100%
PODIATRIST/CHIROPIDIST PER VISIT	\$35
PODIATRIST/CHIROPIDIST MAX/BENEFIT YEAR	20 VISITS
PODIATRIST/CHIROPIDIST CO-INSURANCE	100%
PHYSIO PER VISIT	\$50
PHYSIO MAX/BENEFIT YEAR	20 VISITS
PHYSIO CO-INSURANCE	100%
OSTEOPATH PER VISIT	\$35
OSTEOPATH MAX/BENEFIT YEAR	20 VISITS
OSTEOPATH CO-INSURANCE	100%
MAXIMUM AGE	Retirement

VISION	
VISION CARE (inclusive of coverage for elective corrective laser eye surgery)	INCLUDED
EYE EXAM MAX	1 Usual & Customary
EYE EXAMS FREQUENCY	12 MO
VISION AMOUNT	\$600
VISION FREQUENCY	2 CALENDAR YRS
VISION CO-INSURANCE	100%
OUTSIDE CANADA	
OUT OF COUNTRY PLAN	UNLIMITED
OUT OF COUNTRY MAX	\$2,000,000
OUT OF COUNTRY PARTICIPATION	MANDATORY
MAXIMUM AGE OUT OF COUNTRY	RETIREMENT
SURVIVOR BENEFITS	
SURVIVOR BENEFITS	12 MONTHS

2. **Dental Benefits**

- Inclusive of but not limited to the following

DENTAL FEE GUIDE	U & C
DENTAL YEAR	JANUARY
CHILD AGE	UNDER 20
DENTAL BASIC	80%
DENTAL MAJOR	50%
DENTAL ORTHO	50%
DENTAL MAJOR MAX	3000
DENTAL ORTHO MAX	3000
MAXIMUM AGE	RETIREMENT
DENTAL - BASIC	
DIAGNOSTIC - COMPLETE EXAM	1 PER LIFETIME/DENTIST
DIAGNOSTIC - LIMITED EXAM	6 MO
DIAGNOSTICS - X-RAY BITEWING	6 MO
DIAGNOSTIC - X-RAY PANORAMIC	24 MO
*PREVENTATIVE - SCALING	N/A
PREVENTATIVE - POLISHING	6 MO
PREVENTATIVE - TOPICAL FLUORIDE	6 MO
PREVENTATIVE - SPACE MAINTAINERS	INCLUDED
PREVENTATIVE - PIT & FISSURE SEALANTS	INCLUDED
PREVENTATIVE - ORAL HYGIENE	EXCLUDED
RESTORATIVE - RESTORATIONS	INCLUDED
ENDO - ROOT CANAL THERAPY	1/TOOTH/24 MO

PERIO - BASIC SCALING & ROOT	18/12 MO
DENTURE - COMPLETE OR PARTIAL	1 PER 5 YRS, EXTENSIVE
DENTURES - REBASING & RESETTING	24 MO, BASIC
DENTAL - EXTENSIVE	
CROWNS	1/5 YR (Per Tooth)
FIXED BRIDGES	1/5 YR (Per Tooth)
INLAYS/ONLAYS	1/5 YR (Per Tooth)
PROCESSED VENEERS	1/5 YR (Per Tooth)
POSTS & CORES	INCLUDED
GOLD FOIL RESTORATIONS	1/5 YR (Per Tooth)
BRUXISM APP, TMJ	1/3 YRS
IMPLANTS	1/5 YRS (Per Tooth)
BRIDGE REPAIRS	INCLUDED
ORTHODONTICS	
DENTAL ADULT ORTHO	YES
ORTHO - HABIT BREAKING	INCLUDED
ORTHO - FIXED OR REMOVABLE	INCLUDED
SURVIVOR BENEFITS	
SURVIVOR BENEFITS	12 Months

3. Short Term Disability

BENEFIT (% OF BASIC PAY)	66.67%
MAXIMUM - WEEKLY	\$1,539
ELIMINATION PERIOD (DAYS)	14 (None if absence due to injury or hospitalization)
RE-OCCURRENCE CLAUSE (WEEKS)	2
DURATION (WEEKS)	24
TERMINATION AGE	Retirement
EMPLOYER COST SHARE	75%

4. Long Term Disability

BENEFIT MAXIMUM	\$12,000
OVERALL MAXIMUM	
BENEFIT (% OF BASIC PAY)	66.67%
ROUND TO NEXT HIGHEST \$1	YES
ALL SOURCE MAXIMUM	85%
ELIMINATION PERIOD	24 WEEKS
1ST 2 YRS	OWN OCC
AFTER 2 YRS	ANY OCC
EMPLOYER COST SHARE	75%

BASIC EARNINGS	YES
TERMINATION AGE	65
RE-OCCURRENCE CLAUSE (MONTHS)	6
LIFE WAIVER OF PREMIUM	YES

5. Life Insurance

BASIC LIFE		
BENEFIT - ANNUAL BASIC EARNINGS		1X (see Red Circling LOU for current Cancer Care Employees 3X)
ROUND TO NEXT HIGHER \$1,000		YES
MAXIMUM BENEFITS		\$500,000
TERMINATION AGE		Retirement
EMPLOYER COST SHARE		75%
ADDITIONAL BASIC		
BENEFIT - ANNUAL BASIC EARNINGS		1X (see Red Circling LOU for current Cancer Care Employees 3X)
ROUND TO NEXT HIGHER \$1,000		YES
MAXIMUM BENEFITS		\$500,000
TERMINATION AGE		Retirement
EMPLOYER COST SHARE		75%
OPTIONAL LIFE		
UNITS OF \$10,000 - ADULTS		YES
UNITS OF \$5,000 - CHILD		YES
EMPLOYEE MAXIMUM		250,000
SPOUSE MAXIMUM		250,000
CHILD MAXIMUM		25,000
MEDICAL EVIDENCE		\$20,000 EVIDENCE FREE UPON ENROLMENT (Employee Only)
TERMINATION AGE EMPLOYEE		Employee Age 70
TERMINATION AGE SPOUSE		Earlier of spouse or Employee age 70
EMPLOYER COST SHARE		0
DEPENDENT LIFE PACKAGE		
SPOUSE		\$25,000
CHILD		\$10,000
TERMINATION AGE		Retirement

6. Accidental Dental and Dismemberment

Basic		
BENEFIT - ANNUAL BASIC EARNINGS		1X
MAXIMUM BENEFITS		500,000
TERMINATION AGE		Retirement
EMPLOYER COST SHARE		75%
Additional Basic		
BENEFIT - ANNUAL BASIC EARNINGS		1X
MAXIMUM BENEFITS		500,000
TERMINATION AGE		Retirement
EMPLOYER COST SHARE		75%
LOSS SCHEDULE		
FOR LOSS OF:		
	LIFE	100%
FOR LOSS OF OR LOSS OF USE OF:		
	BOTH HANDS OR BOTH FEET	100%
	SIGHT OF BOTH EYES	100%
	ONE HAND AND ONE FOOT	100%
	ONE HAND OR FOOT AND SIGHT OF ONE EYE	100%
	SPEECH AND HEARING IN BOTH EARS	100%
	ONE LEG OR ONE ARM	80%
	EITHER HAND OR FOOT	75%
	SIGHT OF ONE EYE	75%
	SPEECH OR HEARING IN BOTH EARS	75%
	THUMB AND INDEX FINGER OF THE SAME HAND	40%
	FOUR FINGERS OF THE SAME HAND	40%
	HEARING ONE EAR	40%
	ALL TOES OF ONE FOOT	33.33%

FOR TOTAL AND IRREVERSIBLE PARALYSIS OF:		
	ALL FOUR LIMBS (QUADRIPLEGIA)	200%
	BOTH LOWER LIMBS (PARAPLEGIA)	200%
	ONE ARM & ONE LEG; SAME SIDE (HEMIPLEGIA)	200%

7. Voluntary Accidental Death and Dismemberment

EMPLOYEE UNITS OF		25,000
EMPLOYEE MAXIMUM BENEFITS		350,000
SPOUSE - UNITS OF \$10,000		N/A
SPOUSE MAXIMUM		N/A
CHILD - UNITS OF \$10,000		N/A
CHILD MAXIMUM		N/A
TERMINATION AGE		Retirement
EMPLOYER COST SHARE		0%
EMPLOYEE - LOSS SCHEDULE AS OUTLINED BELOW		SAME
FAMILY - LOSS SCHEDULE AS OUTLINED BELOW EXCEPT		SAME
	SPOUSE, BUT NO DEPENDENT CHILDREN	50%
	SPOUSE, WITH DEPENDENT CHILDREN	50%
	EACH CHILD, WITH A SPOUSE	20%
	EACH CHILD, WITHOUT A SPOUSE	20%
LOSS SCHEDULE		
FOR LOSS OF:		
	LIFE	100%
FOR LOSS OF OR LOSS OF USE OF:		
	BOTH HANDS OR BOTH FEET	100%

	SIGHT OR BOTH EYES	100%
	ONE HAND AND ONE FOOT	100%
	ONE HAND OR FOOT AND SIGHT OF ONE EYE	100%
	SPEECH AND HEARING IN BOTH EARS	100%
	ONE LEG OR ONE ARM	75%
	EITHER HAND OR FOOT	66.67%
	SIGHT OF ONE EYE	66.67%
	SPEECH OR HEARING IN BOTH EARS	66.67%
	THUMB AND INDEX FINGER OF THE SAME HAND	33.33%
	FOUR FINGERS OF THE SAME HAND	33.33%
	HEARING ONE EAR	16.67%
	ALL TOES OF ONE FOOT	12.50%
FOR TOTAL AND IRREVERSIBLE PARALYSIS OF:		
	ALL FOUR LIMBS (QUADRIPLÉGIA)	200%
	BOTH LOWER LIMBS (PARAPLEGIA)	200%
	SIDE OF THE BODY (HEMIPLEGIA)	200%

8. Alberta Health Care Insurance Plan

H. Letter of Understanding re Grandfathering of Employees at Certain Sites

Amend the existing Letter of Understanding to read as follows:

Re: Employees at AHS Sites with 100% Health and/or Dental Reimbursement Coverage

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

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

____, _____, _____, _____ (except for the _____ unit), _____.

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 of the sites (or portions of sites) as noted above, will be enrolled on the standard HBTA Benefits Plan in accordance with Article 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer.
3. Notwithstanding item 1 above, Employees hired or transferred into a benefits eligible position at those sites noted above on or after January 1, 2017 will be enrolled on the standard HBTA benefits plan in accordance with Article 21.01(a) and 21.01(d)(i), effective the first day of the month following the date of transfer or hire. This provision does not apply to an Employee who was employed at one of those sites prior to 2017 and who was thereafter transferred to another position at the same or another of those sites.

I. Benefits—New Letter of Understanding

Add the following Letter of Understanding:

RE: Basic Life Insurance—CURRENT CANCER CARE EMPLOYEES

Effective the first of the month following 90 days after the date of ratification, or January 1, 2015, which ever is later, all eligible Employees shall be enrolled on the new consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan). The Plan is compulsory and includes Basic Life Insurance (1X basic annual earnings rounded to next highest \$1000).

Recognizing that as of the date of ratification, Employees within the Cancer Care program at the following sites have Basic Life Insurance (3X basic annual earnings rounded to next highest \$1000):

____/____/____/____/_____.

For those Employees, the parties agree as follows:

1. Said Employees will transition into the consolidated HBTA Plan, but will maintain their Basic Life Insurance (3X basic annual earnings rounded to next highest \$1000) as noted above for as long as they continue to remain employed in the Cancer Care program of Alberta Health Services. The premiums shall continue to be cost-shared with the Employer paying 75% of the premium costs.
2. All Employees within the Cancer Care program hired or transferred into an benefit eligible position after the consolidated Health Benefit Trust of Alberta (HBTA) Benefits Plan (the Plan) has been implemented will be enrolled on the Plan, in accordance with Article 21.01(c). This paragraph 2 does not apply to an Employee to whom paragraph 1 applies who is subsequently transferred within the Cancer Care program.
3. An Employee covered by # 1 above who transfers out of one of the Cancer Care Sites as noted above, will be enrolled on the standard HBTA Benefits Plan effective the date of transfer.

J. Benefit Plans—New Letter of Understanding

Add the following Letter of Understanding:

Re: Benefit Plans

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

A plan required to be equivalent to HBTA will not be found deficient if any additional benefits provided out weigh any specific alleged deficiency. That is, except for benefits

specifically described in Article 21.01, plan benefits are to be assessed on an overall value to employee basis.

K. Article 22—Benefit Premiums during Maternity and Adoption/Paternity Leaves

Add the following new provision:

- 22.01 (d) 75%:25% premium cost sharing will continue for twelve full weeks of adoption/paternity leave and for twelve full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the adoption/paternity leave or prior to the conclusion of the health-related period of maternity leave (as the case may be).

L. Article 22.08(a) Personal Leave

Replace Article 22.08(a) with the following:

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. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.

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:

- August 1st – November 30th: two personal leave days
- December 1st – March 31st: one personal leave day.

Consequential Amendments:

—Article 30: Part-time, Temporary and Casual Employees

- Casual Employees are not eligible for personal leave days.

—Article 37: Extended Work Day

- Extended work days are paid at 7.75 hours (same as Named Holidays)

—Article 27.08(b): Terminal Care Leave

(b) Terminal Care Leave

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

Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

M. Article 23: Discipline, Dismissal and Resignation

Add Article 23.11 as follows:

23.11 For the purposes of Article 23.01, 23.02, 22.03 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.

N. Article 26: Educational Allowances

Amend Article 26 to read as follows:

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

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

- (b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.
 - (c) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
 - (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College and Association of Registered Nurses of Alberta (CARNA) or International Qualifications Assessment Service (IQAS); or
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.
- 26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 (a) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.
- (b) In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a Canadian Nurses Association Certification or International Board of Lactation Consultant Examiners Certification must be applicable to the position held by the Employee and must be current.
- (c) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nurses Association, the Employee will receive an additional hourly allowance in the amount of 50¢ per hour which will form part of the Employee's Basic Rate of Pay.
- 26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later, to a maximum of twelve months.
- 26.05 The parties agree that this Article shall be administered as follows with respect to clinical courses and certifications:
- (a) In accordance with Article 26.01 and 26.02, in order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a clinical course must:

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

O. Article 32: Dispute Resolution Process

Replace Article 32 with the following:

32.01 Purpose

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

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

- (a) encourage open, face-to-face dialogue between the people affected by a dispute;
- (b) achieve timely and equitable resolutions to identified issues as close to the source as possible;
- (c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;
- (d) recognize and respect the roles, interests and accountabilities of all involved;
- (e) minimize the time and costs involved in resolving disputes; and
- (f) achieve solutions that are consistent with the terms of this Collective Agreement.

32.02 Communication

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

32.03 Definition of Time Periods

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

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

32.04 Meetings

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

32.05 Disputes Affecting More Than One Employee

If a dispute directly affects two 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 name(s) of the affected employee(s), the site(s)/program(s) affected, the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven days of the meeting.
- (d)
 - (i) If a resolution is achieved at or following the Article 32.08(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 days of the receipt of the decision.

32.09 Mediation

- (a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Local and the Employer.
 - (i) The mediator shall, within ten calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.

- (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
- (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

32.10 Joint Dispute Resolution Advisory Committee (DRAC)

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

32.11 Arbitration

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.
- (b) Within ten days after receipt of notification provided for in Article 32.11(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 ten days after receipt of notification provided for in Article 32.11(b) above, select one of the following arbitrators to hear the Arbitration:

Mr. Tom Hodges
Mr. David Phillip Jones

Mr. Tom Jolliffe
Mr. Gerald A. Lucas

Mr. David G. Tettensor
Mr. Lyle Kanee
Mr. Andrew Sims

Mr. Les Wallace
Mr. Rob Garden
Ms. Jan Alexander-Smith

The selection shall be random.

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

- (d) Where one of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within 6 months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.
- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two 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.

P. Article 35.06(a): Professional Fee Reimbursement

Increase the reimbursement from \$100 to \$250 per year.

Q. Letter of Understanding Re: Joint Workforce Regularization Process

Delete.

R. Article 36—Professional Responsibility—New Letter of Understanding

Add the following Letter of Understanding:

Re: Professional Responsibility

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

S. Compensation

Contract Year	Wage Increase	Lump Sum	
2013-14	0.0%	\$2,000	See Note 1
2014-15	2.0%	\$1,000	See Note 2
2015-16	2.25%	\$1,000	See Note 2
2016-17	3.0%	-	

**Note 1
The 2013-14 Lump Sum**

- (a) The \$2,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual Employees, the \$2,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013 and March 31, 2014 to the full-time hours of work at their home site, to a maximum of \$2,000.
- (c) For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
 - (1) leaves of absence for Union and Local business;
 - (2) other leaves of absence of one month or less;
 - (3) absences while receiving Workers' Compensation; and
 - (4) educational leave up to 24 months.

- (d) The Employee's status shall be based on their status on the date of ratification.
- (e) All amounts are subject to applicable deductions.
- (f) Such lump sum payments shall not be pensionable.
- (g) The Employer shall pay the lump sum within 90 days from the date of ratification of the collective agreement.

Note 2

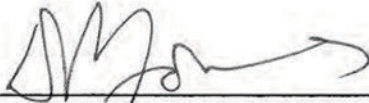
The 2014-15 and the 2015-16 Lump Sum Payments

- (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
- (b) For Part-Time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013 and March 31, 2014 (or April 1, 2014 and March 31, 2015, as the case may be) to full-time hours of work at their home site, to a maximum of \$1,000..
- (c) For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
 - (1) leaves of absence for Union and Local business;
 - (2) other leaves of absence of one month or less;
 - (3) absences while receiving Workers' Compensation; and
 - (4) educational leave up to 24 months.
- (d) The Employer shall pay the lump sum semi-annually, with half being paid on the first pay day following the pay period which includes September 30, and half being paid on the first pay day following the pay period which includes March 31.
- (e) Employees who commence employment or change her or his employment category within one of the defined qualifying periods shall have their entitlement pro-rated.
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
- (g) All amounts are subject to applicable deductions.
- (h) Such lump sum payments shall not be pensionable.

T. Mediator to resolve any implementation issues

I will remain available to mediate any issues that might arise during implementation about which articles and letters of understanding have been agreed to during negotiation.

Submitted to the parties by:



David Phillip Jones, Q.C.
8 July 2014