

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**- and -**

**THE UNITED NURSES OF ALBERTA**

**FOR THE PERIOD**

**APRIL 1, 2017 - MARCH 31, 2020**

## NUMERICAL TABLE OF CONTENTS

ARTICLE	PAGE
Preamble .....	1
1 Term of Collective Agreement .....	1
2 Definitions.....	2
3 Recognition .....	4
4 Management Rights .....	4
5 Dues, Deductions and Union Business .....	5
6 No Discrimination.....	6
7 Hours of Work and Scheduling Provisions.....	7
8 Overtime .....	14
9 On-Call Duty/Call Back.....	15
10 Transportation.....	17
11 Probationary Period and Orientation .....	18
12 Seniority .....	19
13 Evaluations and Personnel File.....	21
14 Promotions, Transfers and Vacancies.....	22
15 Layoff and Recall.....	29
16 Responsibility Allowance, Temporary Assignment and In Charge.....	33
17 Vacations With Pay.....	35
18 Named Holidays.....	39
19 Sick Leave.....	41
20 Workers' Compensation .....	44
21 Employee Benefits .....	45
22 Leaves of Absence .....	47
23 Discipline, Dismissal and Resignation .....	54
24 No Strike or Lockout .....	56
25 Salaries .....	56
26 Educational Allowances.....	57
27 Recognition of Previous Experience.....	60
28 Shift Differential and Weekend Premium.....	60
29 Pension Plan.....	61
30 Part-Time, Temporary and Casual Employees .....	62
31 Copies of Collective Agreement.....	75
32 Dispute Resolution Process.....	75
33 Compensation Errors .....	80
34 Occupational Health and Safety.....	84
35 Professional Development .....	86
36 Professional Responsibility.....	87
37 Extended Work Day.....	89
38 Technological Change .....	101
39 Job Description and Classification.....	101

40	Committee Participation .....	103
41	Ambulance Duty .....	103
42	Employment Insurance Premium Reductions.....	104
43	Subsistence and Camp Allowance .....	104
44	Mobility .....	105

## **LETTERS OF UNDERSTANDING**

#1 Re: Unit.....	116
#2 Re: Charge Designation Review Committee .....	117
#3 Re: In-Charge Designation For More Than One (1) Unit.....	118
#4 Re: Transfer of Programs .....	119
#5 Re: Deferred Salary Plan .....	120
#6 Re: Joint Committee .....	121
#7 Re: Retention & Recruitment Initiatives.....	122
#8 Re: Combined Positions.....	136
#9 Re: Merger or Division of Units .....	138
#10 Re: Scheduling .....	139
#11 Re: Lump Sum Payment .....	140
#12 Re: No Reduction of Nursing Hours.....	141
#13 Re: Employees With Multiple Employment Relationships (Alberta Health Services) .....	142
#14 Re: Severance.....	145
#15 Re: Duty to Accommodate.....	147
#16 Re: Grandfathering of Employees at Certain Sites For Employees at AHS Sites With 100% Health and/or Dental Reimbursement Coverage .....	148
#17 Re: Non-HBTA Benefit Plans .....	150
#18 Re: Prepaid Benefits .....	151
#19 Re: Professional Responsibility .....	152
#20 Re: Job Security .....	153
#21 Re: Maximum Length of Shift Cycles .....	157
#22 Re: Extended Work Day Option (4 On/4 Off) and Hours of Work Working Group .....	158
Letter of Commitment Re: Health Benefits Trust of Alberta .....	159

## **Addendum of Local Conditions**

### ***I. Alberta Health Services - South Zone***

Addendum A: Local Conditions Applicable to Fort Macleod Health Care Centre: Special Development Unit and United Nurses of Alberta, Local #82 .....	160
Addendum B: Local Conditions Applicable to AHS Mental Health Services (Prairie Ridge) and United Nurses of Alberta, Local #418 .....	164
Addendum C: Local Conditions Applicable to Raymond Health Centre and United Nurses of Alberta, Local #418 .....	164
Addendum D: Local Conditions Applicable to Alfred Egan Home and United Nurses of Alberta, Local #409 .....	167

## ***II. Alberta Health Services - Calgary Zone***

Addendum A: Local Conditions Applicable to Alberta Health Services - Calgary Zone and United Nurses of Alberta, Locals #1, #34, #40, #65, #80, #95, #115, #119, #121, #143, #202, #211, #228, #302S, #307, #308, #313, #414 and #415.....	171
Addendum B: Local Conditions Applicable to Alberta Health Services - Calgary Zone and United Nurses of Alberta, Local #211 (Community) .....	171
Addendum C: Local Conditions Applicable to Claresholm Care Centre and United Nurses of Alberta, Local #228 .....	171

## ***III. Alberta Health Services - Central Zone***

Addendum A: Local Conditions Applicable to Centennial Centre and United Nurses of Alberta, Local #222 .....	172
Addendum B: Local Conditions Applicable to Daysland Health Centre and United Nurses of Alberta, Local #186 .....	172

## ***IV. Alberta Health Services - Edmonton Zone***

Addendum A: Local Conditions Applicable to University of Alberta Hospital and United Nurses of Alberta, Local #301 .....	174
Addendum B: Local Conditions Applicable to Alberta Hospital Edmonton and United Nurses of Alberta, Local #183 .....	192
Addendum C: Local Conditions Applicable to Alberta Health Services - Edmonton Zone and United Nurses of Alberta, Local #196 (Community) .....	195
Addendum D: Local Conditions Applicable to Alberta Health Services - Edmonton Zone and Critical Care Education Program and the Emergency Orientation Program ...	199
Addendum E: Letter of Agreement Between Stop Colorectal Cancer Through Prevention and Education (SCOPE) Program and United Nurses of Alberta, Local #196 (Community).....	200

## ***V. Alberta Health Services - North Zone***

Addendum A: Local Conditions Applicable to Alberta Health Services - North Zone and United Nurses of Alberta.....	202
Addendum B: Local Conditions Applicable to Alberta Health Services - North Zone and United Nurses of Alberta, Local #162 (Community).....	203
Addendum C: Letter of Understanding Between Alberta Health Services and United Nurses of Alberta Re: Retention and Recruitment Initiatives – North of the 57 <sup>th</sup> Parallel .....	205

**VI. Alberta Health Services - Community Mental Health Clinics**

Addendum A: Local Conditions Applicable to Alberta Health Services - Community Mental Health Clinics (Previously Transferred From the Former Mental Health Board in April 1, 2003).....209

**VII. Alberta Health Services - Cancer Control**

Addendum A: Local Conditions Applicable to Alberta Health Services - Cancer Control and United Nurses of Alberta, Local #302N and #302S.....212

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

Addendum A: Local Conditions Applicable to Employees at the Lander Treatment Centre (Claresholm), Renfrew Recovery Centre (Calgary), Opioid Dependency Program (Calgary), Addiction Recovery Centre (Edmonton), Henwood Treatment Centre (Edmonton), Opioid Dependency Program (Edmonton), Northern Addiction Centre/Business and Industry Clinic (Grande Prairie).....222

**IX. Alberta Health Services - Corrections Services**

Addendum A: Local Conditions Applicable to Employees at Peace River Correctional Centre, Fort Saskatchewan Correctional Centre, Edmonton Remand Centre, Edmonton Young Offenders Centre, Red Deer Remand Centre, Calgary Correctional Centre, Calgary Remand Centre, Calgary Young Offender Centre, Medicine Hat Remand Centre, and the Lethbridge Correctional Centre.....223

**X. Alberta Health Services - Edmonton Zone & Covenant Health**

Addendum A: Local Conditions Applicable to United Nurses of Alberta, Local #301 (University of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care and Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre).....231

**XI. Covenant Health**

Addendum A: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198) .....239

Addendum B: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198).....242

Addendum C: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198).....253

Addendum D: Local Conditions Applicable to Misericordia Community Hospital and United Nurses of Alberta, Local #11 .....255

Addendum E: Local Conditions Applicable to Local #11 Working at Villa Caritas ....257

Addendum F: Local Conditions Applicable to Covenant Health and United Nurses of Alberta Local #72 (St. Michael’s Health Centre, Lethbridge) and Local #99 (St. Joseph’s Auxiliary Hospital) and Local #154 [Youville Home (St. Albert)] and Local #22 (Mary Immaculate Hospital, Mundare) and Local #70 (St. Joseph’s Home, Medicine Hat).....	260
Addendum G: Local Conditions Applicable to Youville Home (St. Albert) and United Nurses of Alberta Local #154 .....	262
Addendum H: Local Conditions Applicable to St. Joseph’s Home (Medicine Hat) and United Nurses of Alberta, Local 70 .....	263
Employer and Local Listing.....	265
Topical Index .....	269
Salary Appendix.....	287

## ALPHABETICAL TABLE OF CONTENTS

ARTICLE	PAGE
41 Ambulance Duty .....	103
40 Committee Participation .....	103
33 Compensation Errors .....	80
31 Copies of Collective Agreement.....	75
2 Definitions.....	2
23 Discipline, Dismissal and Resignation .....	54
32 Dispute Resolution Process.....	75
5 Dues, Deductions and Union Business .....	5
26 Educational Allowances.....	57
21 Employee Benefits .....	45
Employer and Local Listing.....	265
42 Employment Insurance Premium Reductions.....	104
37 Extended Work Day.....	89
13 Evaluations and Personnel File.....	21
7 Hours of Work and Scheduling Provisions.....	7
39 Job Description and Classification.....	101
15 Layoff and Recall.....	29
22 Leaves of Absence .....	47
Letter of Commitment Re: Health Benefits Trust of Alberta .....	159

### LETTERS OF UNDERSTANDING

#1 Re: Unit.....	116
#2 Re: Charge Designation Review Committee .....	117
#3 Re: In-Charge Designation For More Than One (1) Unit.....	118
#4 Re: Transfer of Programs .....	119
#5 Re: Deferred Salary Plan .....	120
#6 Re: Joint Committee .....	121
#7 Re: Retention & Recruitment Initiatives.....	122
#8 Re: Combined Positions.....	136
#9 Re: Merger or Division of Units .....	138
#10 Re: Scheduling .....	139
#11 Re: Lump Sum Payment .....	140
#12 Re: No Reduction of Nursing Hours.....	141
#13 Re: Employees With Multiple Employment Relationships (Alberta Health Services) .....	142
#14 Re: Severance.....	145
#15 Re: Duty to Accommodate.....	147
#16 Re: Grandfathering of Employees at Certain Sites For Employees at AHS Sites With 100% Health and/or Dental Reimbursement Coverage .....	148
#17 Re: Non-HBTA Benefit Plans .....	150
#18 Re: Prepaid Benefits .....	151
#19 Re: Professional Responsibility .....	152

#20 Re: Job Security .....	153
#21 Re: Maximum Length of Shift Cycles .....	157
#22 Re: Extended Work Day Option (4 On/4 Off) and Hours of Work Working Group .....	158
4 Management Rights .....	4
44 Mobility .....	105
18 Named Holidays.....	39
6 No Discrimination.....	6
24 No Strike or Lockout .....	56
34 Occupational Health and Safety.....	84
9 On-Call Duty/Call Back.....	15
8 Overtime .....	14
29 Pension Plan.....	61
30 Part-Time, Temporary and Casual Employees .....	62
Preamble .....	1
11 Probationary Period and Orientation .....	18
35 Professional Development .....	86
36 Professional Responsibility.....	87
14 Promotions, Transfers and Vacancies.....	22
3 Recognition .....	4
27 Recognition of Previous Experience.....	60
16 Responsibility Allowance, Temporary Assignment and In Charge.....	33
25 Salaries .....	56
Salary Appendix.....	287
12 Seniority .....	19
28 Shift Differential and Weekend Premium.....	60
19 Sick Leave.....	41
43 Subsistence and Camp Allowance .....	104
38 Technological Change .....	101
1 Term of Collective Agreement .....	1
Topical Index .....	269
10 Transportation .....	17
17 Vacations With Pay.....	35
20 Workers' Compensation .....	44

## **Addendum of Local Conditions**

### ***I. Alberta Health Services - South Zone***

Addendum A: Local Conditions Applicable to Fort Macleod Health Care Centre: Special Development Unit and United Nurses of Alberta, Local #82 .....	160
Addendum B: Local Conditions Applicable to AHS Mental Health Services (Prairie Ridge) and United Nurses of Alberta, Local #418 .....	164
Addendum C: Local Conditions Applicable to Raymond Health Centre and United Nurses of Alberta, Local #418 .....	164
Addendum D: Local Conditions Applicable to Alfred Egan Home and United Nurses of Alberta, Local #409 .....	167



## ***II. Alberta Health Services - Calgary Zone***

Addendum A: Local Conditions Applicable to Alberta Health Services - Calgary Zone and United Nurses of Alberta, Locals #1, #34, #40, #65, #80, #95, #115, #119, #121, #143, #202, #211, #228, #302S, #307, #308, #313, #414 and #415.....	171
Addendum B: Local Conditions Applicable to Alberta Health Services - Calgary Zone and United Nurses of Alberta, Local #211 (Community) .....	171
Addendum C: Local Conditions Applicable to Claresholm Care Centre and United Nurses of Alberta, Local #228 .....	171

## ***III. Alberta Health Services - Central Zone***

Addendum A: Local Conditions Applicable to Centennial Centre and United Nurses of Alberta, Local #222 .....	172
Addendum B: Local Conditions Applicable to Daysland Health Centre and United Nurses of Alberta, Local #186 .....	172

## ***IV. Alberta Health Services - Edmonton Zone***

Addendum A: Local Conditions Applicable to University of Alberta Hospital and United Nurses of Alberta, Local #301 .....	174
Addendum B: Local Conditions Applicable to Alberta Hospital Edmonton and United Nurses of Alberta, Local #183 .....	192
Addendum C: Local Conditions Applicable to Alberta Health Services - Edmonton Zone and United Nurses of Alberta, Local #196 (Community) .....	195
Addendum D: Local Conditions Applicable to Alberta Health Services - Edmonton Zone and Critical Care Education Program and the Emergency Orientation Program ...	199
Addendum E: Letter of Agreement Between Stop Colorectal Cancer Through Prevention and Education (SCOPE) Program and United Nurses of Alberta, Local #196 (Community).....	200

## ***V. Alberta Health Services - North Zone***

Addendum A: Local Conditions Applicable to Alberta Health Services - North Zone and United Nurses of Alberta.....	202
Addendum B: Local Conditions Applicable to Alberta Health Services - North Zone and United Nurses of Alberta, Local #162 (Community).....	203
Addendum C: Letter of Understanding Between Alberta Health Services and United Nurses of Alberta Re: Retention and Recruitment Initiatives – North of the 57 <sup>th</sup> Parallel .....	205

**VI. Alberta Health Services - Community Mental Health Clinics**

Addendum A: Local Conditions Applicable to Alberta Health Services - Community Mental Health Clinics (Previously Transferred From the Former Mental Health Board in April 1, 2003).....209

**VII. Alberta Health Services - Cancer Control**

Addendum A: Local Conditions Applicable to Alberta Health Services - Cancer Control and United Nurses of Alberta, Local #302N and #302S.....212

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

Addendum A: Local Conditions Applicable to Employees at the Lander Treatment Centre (Claresholm), Renfrew Recovery Centre (Calgary), Opioid Dependency Program (Calgary), Addiction Recovery Centre (Edmonton), Henwood Treatment Centre (Edmonton), Opioid Dependency Program (Edmonton), Northern Addiction Centre/Business and Industry Clinic (Grande Prairie).....222

**IX. Alberta Health Services - Corrections Services**

Addendum A: Local Conditions Applicable to Employees at Peace River Correctional Centre, Fort Saskatchewan Correctional Centre, Edmonton Remand Centre, Edmonton Young Offenders Centre, Red Deer Remand Centre, Calgary Correctional Centre, Calgary Remand Centre, Calgary Young Offender Centre, Medicine Hat Remand Centre, and the Lethbridge Correctional Centre.....223

**X. Alberta Health Services - Edmonton Zone & Covenant Health**

Addendum A: Local Conditions Applicable to United Nurses of Alberta, Local #301 (University of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care and Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre).....231

**XI. Covenant Health**

Addendum A: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198) .....239

Addendum B: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198).....242

Addendum C: Local Conditions Applicable to Covenant Health and United Nurses of Alberta (Locals #3, #11, #15, #22, #70, #72, #79, #86, #99, #154, #192, #198).....253

Addendum D: Local Conditions Applicable to Misericordia Community Hospital and United Nurses of Alberta, Local #11 .....255

Addendum E: Local Conditions Applicable to Local #11 Working at Villa Caritas ....257

Addendum F: Local Conditions Applicable to Covenant Health and United Nurses of Alberta Local #72 (St. Michael’s Health Centre, Lethbridge) and Local #99 (St. Joseph’s Auxiliary Hospital) and Local #154 [Youville Home (St. Albert)] and Local #22 (Mary Immaculate Hospital, Mundare) and Local #70 (St. Joseph’s Home, Medicine Hat).....	260
Addendum G: Local Conditions Applicable to Youville Home (St. Albert) and United Nurses of Alberta Local #154 .....	262
Addendum H: Local Conditions Applicable to St. Joseph’s Home (Medicine Hat) and United Nurses of Alberta, Local 70 .....	263

**COLLECTIVE AGREEMENT MADE THIS 16<sup>TH</sup> DAY OF FEBRUARY 2018,**

**BETWEEN**

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

**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 relationships exist between the Employer and the Employees;

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2017, 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, 2020, 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 – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.
- (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered psychiatric nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 (a) “Union” shall mean the United Nurses of Alberta.
- (b) “Local” shall mean the local branch of the Union.
- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “Cycle of the Shift Schedule” means the period of time when the Shift Schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding 12 weeks.
- 2.14 “Service” means a service or program.

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

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the 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) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.07(a) and (b) 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. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
  - (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07 (a) Where Employees work 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. 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.

9.03 The Employer shall pay \$3.30 per hour to Employees who are assigned on-call duty on a regular work day, and \$4.50 per hour to Employees who are assigned on-call duty on their days of rest or Named Holiday.

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 50.5¢ per kilometre from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).
- 10.02 An Employee who normally travels from the site to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to the Employee's place of residence.
- 10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile 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 \$130 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 and then adjusted quarterly to reflect the FTE of the hours worked in the preceding quarter.
- (c) Casual Employees shall be eligible for allowances based on all hours worked in a program/department where the Manager requires them to provide a vehicle for work. Allowances for Casual Employees shall be calculated and paid quarterly, based on the FTE of the hours worked in the preceding quarter.
- (d) Allowances under this section will not be paid on account of periods of approved leave after the first 30 days of that leave.

- 10.06 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.
- 10.07 (a) Time spent traveling between sites during the workday is work time.
- (b) Time spent traveling to an Employee's home site at the start of the day, or returning from the Employee's home site at the end of the day is on the Employee's own time and unpaid.
- (c) When the Employee is required to report to a site or other location at the start of 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*); 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, 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 (if applicable) and program;
  - (v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and
  - (vi) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.
  - (vii) For temporary positions, the notice of vacancy shall also indicate the expected term.

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

- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) 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 14.07. 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).
  - (ii) For temporary positions on another unit (for “at” Employees) or program (for “at or out of” Employees), such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
  - (iii) For temporary positions in the same unit (for “at” Employees) or program (for “at or out of” Employees), such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.02(a) that are in the same unit/program as the Employee’s current temporary position.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.

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

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

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

14.05 The 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.

- 14.06 When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which the Employee has been promoted.
- 14.07 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should either:
- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to 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 14.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee's first three (3) Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.
- 14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.

- 14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 14.10 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
  - (b) classification;
  - (c) number of hours per Shift and Shifts per Shift cycle;
  - (d) date of hire and transfer (if applicable);
  - (e) increment level; and
  - (f) the site or sites the person will work "at", or "at or out of", as the case may be.

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

- 14.11 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.
- 14.12 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.
- 14.13 Employees are not permitted to apply for vacancies to add to their existing position.
- 14.14 Employees may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one (1) employment relationship.
- 14.15 Decreasing or Increasing Regular Hours of Work

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to 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 disapproval 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 14.15 equals or exceeds .4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 14.15 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
  - (v) Regular Employees cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.
  - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend 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 14.15(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
  - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.15(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.15(b) above will not remain subject to the provisions of Article 14.15.
  - (vi) 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 14.15.
  - (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 increase 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 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.
  - (d) Any redistribution of hours as a result of the operation of Article 14.15 shall not be considered a violation of the Letter of Understanding Re: Severance.
  - (e) Where any request pursuant to Article 14.15 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
  - (f) Copies of all requests and responses to requests pursuant to Article 14.15 shall be provided to the Local forthwith.

- (g) An Employee whose regular hours of work are altered through the operation of Article 14.15 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.15 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 37: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.15(b)(iii) apply.

14.16 A request to transfer to Casual Status shall not be unreasonably denied.

## **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.

### **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) place the Employee to any available vacant position of the Employee's choice 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 Employer'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 \$2.00 per hour in addition to the Employee's Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

### **16.02 In Charge Pay**

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

- (b) (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.
- (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Where, as of June 14, 2010, the person in charge of a unit on a specific Shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific Shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.
- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

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

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

#### 16.05 **Temporary Assignment**

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

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

#### 16.06 Preceptor Pay

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

### ARTICLE 17: VACATIONS WITH PAY

#### 17.01 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the 12 month period commencing on the 1<sup>st</sup> 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 1<sup>st</sup> and 15<sup>th</sup> days inclusive of any month, the 1<sup>st</sup> day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the 16<sup>th</sup> and last days inclusive of any month, the 1<sup>st</sup> 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 1<sup>st</sup> year of such employment, an Employee earns a vacation of 15 working days;
- (ii) during each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of 20 working days;

- (iii) during each of the 10<sup>th</sup> to 19<sup>th</sup> 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 20<sup>th</sup> 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 1<sup>st</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of 20 working days;
  - (ii) during each of the 10<sup>th</sup> to 19<sup>th</sup> 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 20<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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<sup>th</sup> of that year. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30<sup>th</sup> 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 30<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 31<sup>st</sup> 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 provided the Employee assigns over to the Employer, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10<sup>th</sup> 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 1/10<sup>th</sup> of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).
- 20.02 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: Prepaid Health Benefits.
  - (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 14: Promotions, Transfers & Vacancies and 37: Extended Work Day.
- 20.04 In reinstating an Employee under Article 20.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to 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 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 15<sup>th</sup> 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 Employeee.
- 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 1<sup>st</sup> through March 31<sup>st</sup>. 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 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:
- (i) August 1<sup>st</sup> – November 30<sup>th</sup>: two (2) Personal Leave days
  - (ii) December 1<sup>st</sup> – March 31<sup>st</sup>: 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 shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

#### **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 without pay for a period of up to ten (10) days 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 and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder:
    - (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
    - (ii) in all other cases, Temporary 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 temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.
- 25.03 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* 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 ( <i>a Diploma or Degree in Nursing plus active registration in CRPNA</i> )	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the Date of Ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.
- (c) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
  - (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College and Association of Registered Nurses (CARNA) or International Qualifications Assessment Service (IQAS); or
  - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

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

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

- 26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later, to a maximum of 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 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.

- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.

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

## **ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

### **28.01 Shift Differential**

- (a) A Shift differential of \$2.75 per hour shall be paid:
  - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
  - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
  - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$5.00 per hour shall be paid:
  - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
  - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (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 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first year of service.
- 29.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.
- 29.05 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). Effective April 1, 2018 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 1<sup>st</sup> 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 30<sup>th</sup> 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 29.05(b)(i), shall have the option of reallocating contributions to the TFSA as per Article 29.05(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 1<sup>st</sup> of each year.
- (d) “Earnings” as defined in Article 29.05(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.

29.06 The Employer will provide annual reminders to enroll in the pension plan, RRSP or TFSA to all eligible Employees.

## **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 14.10.
- (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 14.10.

*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 14.10.
- (iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (c) Increment Accrual
  - (i) Part-time Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.

- (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
  - (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (d) Vacation with Pay
  - (i) Amend Article 17.02 to read:
    - 17.02 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:
      - (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
      - (ii) hours worked and paid in accordance with Article 7.04;
      - (iii) hours worked, 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 1<sup>st</sup> employment year;
- (b) 8% during each of the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
- (c) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (d) 12% during each of the 20<sup>th</sup> 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 1<sup>st</sup> to 9<sup>th</sup> employment years;
- (b) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (c) 12% during each of the 20<sup>th</sup> 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 1<sup>st</sup> 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 14.10 shall also specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

**30.03 Casual Employees**

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

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 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 starting October 6, 2014.

(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 \$3.30 per hour to a Casual Employee who agrees to be placed on-call for a specific shift(s)/time period. When the on-call shift occurs on a Named Holiday, the Casual Employee shall be paid \$4.50 per hour.
- 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

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.

### (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 1<sup>st</sup> employment year;
- (ii) 8% of their regular earnings during the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
- (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (iv) 12% of their regular earnings during the 20<sup>th</sup> to 24<sup>th</sup> employment years;
- (v) 12.4% of their regular earnings during the 25<sup>th</sup> 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, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

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

## **ARTICLE 32: DISPUTE RESOLUTION PROCESS**

### **32.01 Purpose**

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

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

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

### **32.02 Communication**

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

Lyle Kanee  
David Phillip Jones  
Andrew C. L. Sims  
Les Wallace  
Tom Jolliffe

David Tettensor  
Richard Wilson  
Mark Asbell  
Kathryn Oviatt  
William McFetridge

The selection shall be random.

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

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

<b>Name:</b>	
<b>Employee Number:</b>	<b>Date:</b>

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


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

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

Collect the entire amount from my next pay

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

Attached is a personal cheque for the entire amount.

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

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

Overtime Bank

Statutory Holiday Bank

Vacation Bank

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

**Repayment/Preference Agreed:**

\_\_\_\_\_  
**Employer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**Please direct replies to:**

**Notes of Oral Discussion with Employee:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: UNA

## ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within 10 days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Local may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or 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.

## **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) \$250 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Worker's Compensation;
  - (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 and Association of Registered Nurses of Alberta (CARNA),
  - (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.
- (f) Where an issue is specific to one (1) unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (g) 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).
- (h) 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.
- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (j) The committee may engage the support of additional subject matter experts to assist with the above discussions.
- (k) 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 (m) below.
- (l) 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.



- (m) 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.
- (n) 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).
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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.

36.02 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; and
  - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
  - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

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

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

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 22 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

**Option II: 9.75 Hour Extended Work Day**

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

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

- (i) be a consecutive time period of 9.75 hours per day; and

- (ii) be 37.05 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

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

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

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

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

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

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

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 16 in a five (5) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four (4) consecutive extended Shifts, nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

11.01 (a) A new Employee shall serve a probationary period of 471 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of 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 1<sup>st</sup> year of such employment, an Employee earns a vacation of 116.25 working hours per year;
- (ii) During each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns vacation of 155 working hours per year;
- (iii) During each of the 10<sup>th</sup> to 19<sup>th</sup> 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 20<sup>th</sup> 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 1<sup>st</sup> to 9<sup>th</sup> years of employment, an Employee earns vacation of 155 working hours per year;
- (ii) During each of the 10<sup>th</sup> to 19<sup>th</sup> 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 20<sup>th</sup> 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 1<sup>st</sup> 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 pre-agreed 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 14.06.
- (f) An Employee who is reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.

#### **ARTICLE 40: COMMITTEE PARTICIPATION**

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

#### **ARTICLE 41: AMBULANCE DUTY**

41.01 Where the Employer requires Employees to perform Ambulance duties, the Employer shall establish a roster on which Employees may indicate their willingness to perform Ambulance duties. 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	\$9.20
Lunch	\$11.60
Supper	\$20.75

Reimbursement for meals may be claimed as follows:

(i) breakfast, if the time of departure is earlier or the time of return is later than 0730 hours;

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

**(b) Per Diem Allowance**

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

**(c) Accommodation**

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

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

**(d) Miscellaneous Travel Costs**

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

**43.02 Camp Allowance**

- (a) The parties recognize the value of staff attendance on overnight patient/resident/client recreational/therapeutic activities ("Camp") authorized by the Employer, as these enhance patient assessment and treatment planning.
- (b) Accordingly, the parties agree that the following method will be adopted to compensate Employees who volunteer to accompany patients/residents/clients on Camp.
  - (i) An Employee who attends a Camp shall be paid at the Employee's Basic Rate of Pay for 7.75 hours of work only.
  - (ii) In addition to the payments in (a) above, an Employee shall be paid an allowance of \$70 for each day in attendance at such activity.
- (c) Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director.



## **ARTICLE 44: MOBILITY**

### **44.01 Sites**

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

### **44.02 “At or out of” Positions**

- (a) An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one (1) site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:
  - (i) Services are best delivered at places other than sites operated by the Employer, including schools, patients’ homes, places of business, etc.; or
  - (ii) the Service requires specialist Employees or involves a specialized or specific medical Service which, due to insufficient demand at one (1) location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.
- (b) “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.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
- (c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.
- (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.

- (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.
- (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.
- (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
- (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
- (i) There will be no layoffs as a result of the use of float positions.

#### **44.07 Volunteers for Temporary Assignments**

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

#### **44.08 Relocation Committee**

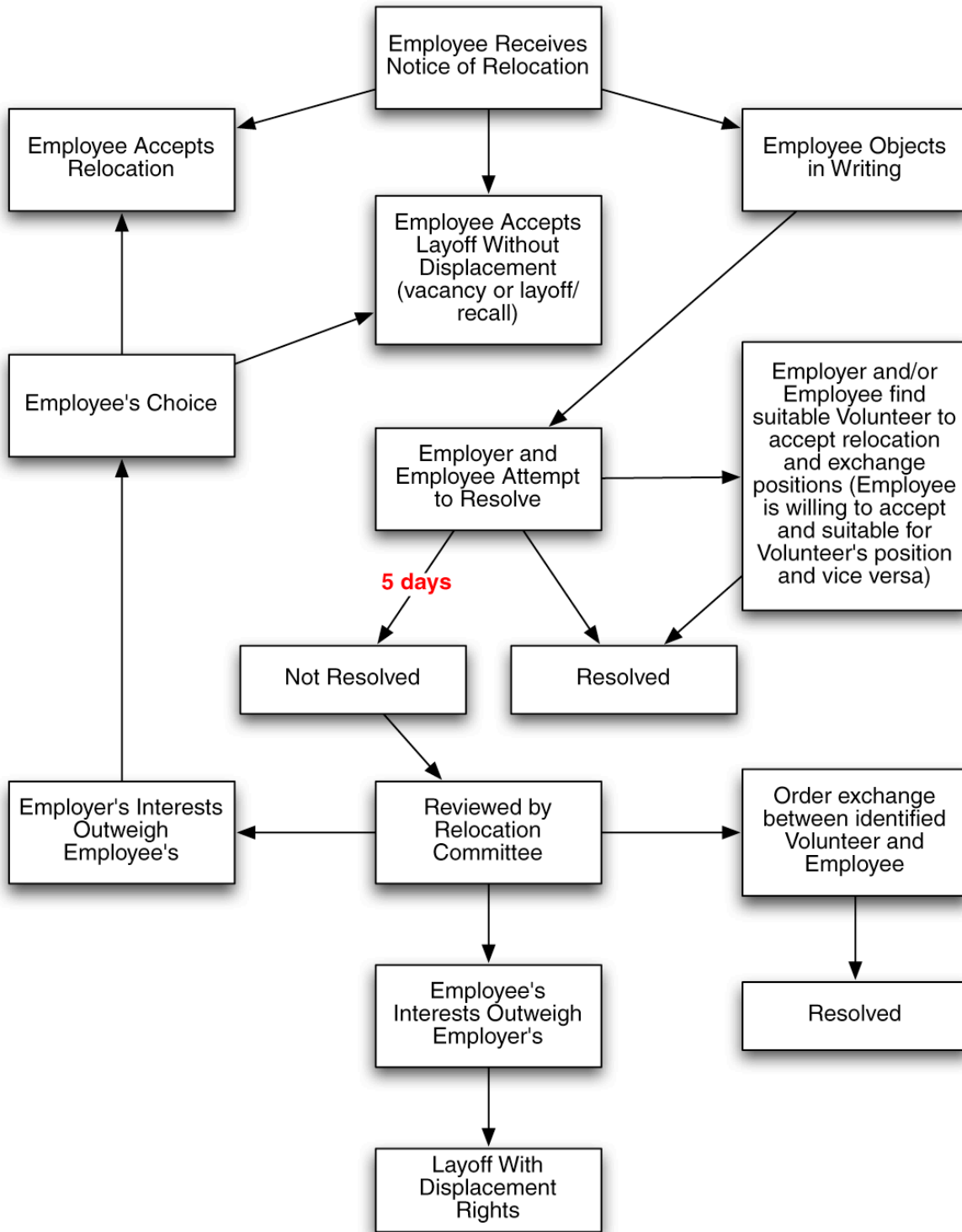
- (a) There shall be a Joint Standing Committee on relocation issues. ("the Relocation Committee").
- (b) The Relocation Committee will consist of an equal number of nominees from the Employers and the Union. The committee may sit in panels as directed by the Umpire and any panel may exercise the full powers of the committee. Panels of the committee shall consist of three (3) people from the Union and three (3) from the Employers. Panels of the Relocation Committee will meet, as the need arises, on questions of work assignment.



- (c) The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three (3) names submitted by the Union and three (3) names submitted by the Employers. The 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 50km)



## **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 October 31, 2018.
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.
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 \$3.50 per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one (1) unit.

## **LETTER OF UNDERSTANDING #4**

### **RE: TRANSFER OF PROGRAMS**

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

## **LETTER OF UNDERSTANDING #5**

### **RE: DEFERRED SALARY PLAN**

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

During such absence, the Employee shall have the right to continue with benefits as per Article 21: 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.



## **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**

##### **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. EXTRAORDINARY TEMPORARY POSITIONS FOR INTERNATIONAL RECRUITMENT**

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

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

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

- 1. The definition of Temporary Employee under Article 2.04(c) is amended to include (iv) "Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than 12 months but less than 24 months.

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

### **III. TIMELY EXPANSION OF SERVICE CAPACITY**

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

### **IV. RETENTION OF EXPERIENCED EMPLOYEES**

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

#### **1. Retention Recognition**

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

- (ii) achieving 20 calendar years of nursing service;

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

## 2. **Retirement Preparation Program**

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

- (a)
  - (i) The Employee and the Employer may mutually agree to reduce the Employee's clinical hours of work while maintaining the Employee's FTE on either an ongoing or temporary basis. The clinical hours of work shall be reduced to no less than a 0.6 FTE. The balance of the Employee's FTE shall be spent performing project work for the Employer as mutually agreed. (Project work may include research, leadership assignments and special projects.) The Program shall include a written plan detailing how the non-clinical remainder of the FTE will be utilized.
  - (ii) For purposes of this program, "leadership assignments" shall mean "to act as a guide, role model, advisor or counselor who shares practical, day-to-day, applied knowledge with other Employees."
  - (iii) A formal leadership assignment as project work is distinguished from preceptorship under Article 16: Responsibility Allowance, Temporary Assignment and In-Charge in that the duties of the preceptor role are performed concurrently and in addition to the Employee's regular clinical duties. Where the non-clinical portion of this Program is utilized to provide leadership support, this work will be done over and above the regular staff count and there will be no regular clinical duties assigned for the leadership portion of the Program.
  - (iv) The Employer shall not unreasonably refuse such a request.
- (b)
  - (i) The Program shall be reviewed by the Employer and the Employee on at least an annual basis.
  - (ii) The Program may be terminated by either the Employee or the Employer by providing 60 days' notice in writing of such termination.
- (c) Upon reaching mutual agreement regarding the details of the Program, the Employee shall:
  - (i) officially notify the Employer of 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 14.15.

### **3. Pre-retirement FTE Reduction**

- (a) The parties agree that a Regular Employee for whom the Employer has approved a reduction of the Employee's FTE in accordance with Article 14.15 may continue to contribute to the pension plan in an unreduced fashion, provided the following criteria are met. The Employee must:
  - (i) be eligible for an unreduced pension, or have a combined age and years of nursing employment of 80; and
  - (ii) reduce their FTE by no more than 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 14.15 as part of this Pre-retirement FTE Reduction, Article 14.15(c) is amended to read; "Employees shall not be permitted to decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once."

## **V. UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION**

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

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

### **Weekend Worker**

#### **Option I – Extended Work Day Option**

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:

- (a) a consecutive time period of 11.08 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
  - (b) 29.55 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- 3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
- 4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02(C)(g)(v) shall not apply.
- 5. Employees shall be paid for 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- 6. **Vacation**
  - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
  - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
- 7. **Sick Leave**
  - (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
  - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
- 8. **Shift Differential and Weekend Premium**

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

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

10. **Pension**

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

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

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

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



9. **Letter of Portability**

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

10. **Pension**

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

**VI. WORKFORCE ENHANCEMENT TASK FORCE**

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

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

**A. 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 14.15;
  - (ii) allow flexibility on additional Shifts not included on the posted schedule;
  - (iii) enhance recruitment by facilitating the creation of higher FTEs; and

- (iv) create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible.

## 2. **Definition**

- (a) An FPP is a position with:
  - (i) a specified FTE of no less than 0.4 FTE;
  - (ii) at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and
  - (iii) the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.
- (b) A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.

## 3. (a) **FPP Implementation**

- (i) An Employee may request an FPP to increase their existing FTE. Such request shall not be unreasonably denied. Where such a request is granted, such Employee's existing FTE shall become the scheduled portion of the FPP, and the incremental increase in the Employee's FTE shall become the flexible portion of the FPP.
- (ii) The Employer may post an FPP. The posting shall state the portion of the number of hours per Shift and Shifts per cycle that are scheduled, and the portion to be scheduled on a flexible basis.

## (b) **FPP Termination**

- (i) An Employee may terminate their FPP by:
  - (A) providing the Employer with 28 days' written notice of their intention to revert to their pre-FPP FTE; or
  - (B) providing the Employer with 28 days' written notice of their intention to reduce their FTE down to the scheduled portion of the FPP.
- (ii) An Employer may terminate an FPP by issuing a position elimination notice pursuant to Article 15: Layoff and Recall.

**4. Scheduling of FPP and other Shifts**

- (a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).
- (b) The flexible portion of the FPP shall be scheduled as follows:
  - (i) Employees shall provide the Employer with their:
    - (A) Shift availability for greater than the flexible portion of their FPP; and
    - (B) designated days of restfor 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.

## **B. 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 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.

## **C. 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.

## **LETTER OF UNDERSTANDING #8**

### **RE: COMBINED POSITIONS**

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

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

The parties agree to the following

1. This Letter of Understanding applies to all areas except to the City of Edmonton and the City of Calgary.
2. Where the Employer has been unable to fill small (less than 0.42) FTE positions through the normal posting provisions or Article 14.15, the Employer may post combined positions to work in specified sites. Such positions shall not be structured to work in more than three (3) specified sites and the sites must be within 100 kilometres of one (1) another. The posting shall indicate that the positions are combined.
3. Employees for the above positions will be assigned a home site.
4. Article 7: Hours of Work and Scheduling Provisions  
  
Schedules for Employees will be posted in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for Shift will not activate the Shift change penalty.
5. Article 8: Overtime  
  
Overtime will be paid as per Article 8: Overtime and Article 37: Extended Work Day recognizing total hours worked in all specified sites.
6. Article 11: Probationary Period and Orientation  
  
Orientation as specified in Article 11.03 shall be provided at the home site. A reasonable orientation shall be provided at each of the other sites.
7. Article 13: Evaluations and Personnel File  
  
The most immediate supervisor at the home site of each Employee will do yearly evaluations in accordance with Article 13: Evaluations and Personnel File.
8. A job description will be developed in accordance with Article 39: Job Description and Classification for these positions.

9. When a combined position is vacated, the Employer will, prior to posting the combined position as a vacancy, consider whether the circumstances in one (1) or other site have changed to justify using Article 14.15 to increase the FTE of a position at one (1) of the sites.



## **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.

## **LETTER OF UNDERSTANDING #11**

### **RE: LUMP SUM PAYMENT**

The parties agree that:

1. An Employee shall receive a lump sum payment of up to \$1,750, to be paid semi-annually, as follows:
  - (a) Full-time Employees shall receive:
    - (i) \$875 on the first pay day following the pay period which includes September 30; and
    - (ii) \$875 on the first pay day following the pay period which includes March 31.
  - (b) Part-time and Casual Employees shall receive:
    - (i) \$875 on the first pay day following the pay period which includes September 30, prorated to their regular hours actually worked between April 1 and September 30; and
    - (ii) \$875 on the first pay day following the pay period which includes March 31, prorated to their regular hours actually worked between October 1, and March 31.
2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
  - (a) Leaves of absence for Union and Local business;
  - (b) Other leaves of absence of one (1) month or less;
  - (c) Time on sick leave with pay;
  - (d) Absences while receiving Workers’ Compensation;
  - (e) Educational leave up to 24 months; and
  - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
3. Employees who commence employment or change their employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
4. Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
5. This Letter of Understanding shall not apply to Undergraduate Nurses.

## **LETTER OF UNDERSTANDING #12**

### **RE: 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, 2013 and March 31, 2014 (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 #13**

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

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

2. Any former position or part of a former position vacated as a result of this Letter of Understanding shall be filled in accordance with Article 14.15(b).
3. Employees previously occupying more than one (1) position shall have their vacation entitlement adjusted to recognize their prior employment in all positions up to a maximum of 1.0 FTE, retroactive to April 1, 2009. The onus is on the Employee to provide the Employer with satisfactory proof of qualifying prior employment.
4. The hours in each Employee's sick leave banks shall be added together to create a single sick leave bank. If the two (2) sick leave banks added together total more than the 120 day or 930 hour maximum, then the maximum is capped at 120 days or 930 hours.
5. (a) Regular Employees who, as of June 30, 2010, also worked as Casual Employees under what was a second contract of employment shall, up until September 30, 2010:
  - (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
  - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 and up to September 30, 2010.
- (b) Effective October 1, 2010, compensation for additional shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
6. (a) Casual Employees who, as of June 30, 2010, worked under more than one (1) casual employment contract shall, up until September 30, 2010:
  - (i) continue to be paid as if they were separate Employees. Such Employees shall be deemed to have agreed to work the casual shifts without those premiums due solely to their combined employment.
  - (ii) have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009 and September 30, 2010.
- (b) Effective October 1, 2010, compensation for all shifts worked shall be paid in accordance with the Collective Agreement for a single employment relationship. The responsibility will be on the Employer to determine, from the Employee or otherwise, whether an offered shift will attract a premium or overtime pay.
7. Regular Employees who, as of June 30, 2010, worked under more than one (1) regular part-time contract of employment shall have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009, until such time as their employment relationship has been consolidated.

8. For the purposes of paragraphs 5, 6 and 7 above, the onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is three (3) months from the latter date indicated in paragraphs 5, 6 and 7, as applicable.
9.
  - (a) Hours worked in one (1) position that were included in any recognition of previous experience in accordance with Article 27: Recognition of Previous Experience when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e. hours cannot be counted twice).
  - (b) The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave and WCB and educational leave up to 24 months).
  - (c) Only hours worked up to the equivalent of full-time hours shall be recognized.
10. Nothing in this Letter of Understanding modifies the provisions of the *Employment Standards Code*.

## **LETTER OF UNDERSTANDING #14**

### **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 #15**

### **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 #16

### 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:

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

- Ponoka Hospital & Care Centre (*Facility)	
<b><i>East Central FHE</i></b>	
-Provost Health Centre (*Facility)	
-Wainwright Health Centre (*Facility)	
<b><i>Chinook FHE</i></b>	<b><i>Chinook</i></b>
- Fort MacLeod Health Centre (*Facility)	- Cardston Health Centre (*Facility)
- Pincher Creek Health Centre (*Facility)	- Coaldale Health Centre (*Facility)
- Crowsnest Pass Health Centre (*Facility)	
- Milk River Health Centre (*Facility)	
- Cardston Health Centre (*Facility)	
- Coaldale Health Centre (*Facility)	
	<b><i>Calgary</i></b>
	- 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 #17**

### **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 #18**

### **RE: PREPAID BENEFITS**

The Prepaid Benefits Plan shall be amended as follows:

- (a) There shall be no requirement for written orders for physiotherapy.
- (b) 100% coverage for private or semi-private rooms in hospital will be provided.

## **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.

## **LETTER OF UNDERSTANDING #20**

### **RE: JOB SECURITY**

Without restricting its right 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, the Parties agree that no Employee shall experience an involuntary reduction in full time equivalency (FTE) following notification of position elimination or workforce reduction in accordance with the provisions of Article 15.

#### **Definitions:**

“Job Security” shall mean the maintenance of FTE, Regular Employee status, and Basic Rate of Pay.

“Involuntary Reduction in FTE” occurs when an Employee is unable to exercise the right to choose a vacancy of the same or higher FTE within a 50 kilometer radius of the Employee’s original Site or unable to displace to another position of the same FTE within a 50 kilometer radius of the Employee’s original Site.

“Voluntary Reduction in FTE” occurs when an Employee:

- voluntarily selects a vacancy with a lower FTE when a vacancy of the same or higher FTE exists;
- declines to displace another Employee with less seniority with the same or higher FTE within a 50 kilometer radius of the Employee’s original Site; or
- opts to accept layoff with the right of recall instead of exercising the options provided for under 15.04 (a) (i) and (ii) when those options would result in the Employee maintaining or increasing their FTE.

#### **Application:**

This Letter of Understanding applies exclusively to Regular Employees who experience an involuntary reduction of FTE as a result of workforce reductions and position elimination or displacement.

#### **Job Security Strategies:**

The parties recognize that preventing Involuntary Reduction in FTE and restoring Employees to their original FTEs requires a variety of strategies, the use of which shall depend on the particular circumstances. The parties also recognize that the solutions identified below are not exhaustive and therefore encourage further exploration of additional solutions as the need arises. The parties agree the following strategies may be used for the purposes of preventing and minimizing Involuntary Reductions in FTE for Regular Employees and for restoring impacted Employees to their original FTEs:



## **I. Vacancy Management**

Available hours and positions that are vacated are recognized as opportunities for preventing and minimizing Involuntary Reductions in FTE and for restoring affected Employees to Regular positions at their original FTE.

Notwithstanding the provisions of Article 14.01(a), 14.02(a), 14.15(b), and 15.10 (a), the Employer may, for a period of up to 90 days prior to any notice of position elimination, collect, reconfigure, and hold available hours and vacancies for the purposes of:

- providing vacancies for Employees who shall be entitled to Job Security;
- providing vacancies to restore Job Security Employees to Regular positions at their original FTE; and
- offering FTE increases to restore Job Security Employees to Regular positions at their original FTE.

If the Employer determines that it requires a period of vacancy management in excess of 90 days in order to meet the commitment to provide Job Security, it may request an extension from the Union, which request shall not be unreasonably denied.

During the meeting between the Employer and the Local provided for in Article 15.01 (b), the Employer shall notify the Local of available hours and vacancies being collected, held and/or reconfigured for purposes of vacancy management.

## **II. Employment Opportunities Created Through Vacancy Management**

Notwithstanding any specific limitations in the Collective Agreement, the Employer's vacancy management activities may result in the establishment of the following types of positions for the purposes of ensuring operational requirements are met while also meeting the commitment to provide Job Security to affected Employees in accordance with this LOU.

During the meeting between the Employer and the Local as provided for in Article 15.01 (b) the Employer and the Local shall discuss the types of positions being created for purposes of providing Job Security. The decision as to which option(s) will be applied shall be determined by the Employer.

### **Permanent Evening, Permanent Night, and Night and Evening Positions:**

Notwithstanding the provisions of 7.02(d)(iii), (iv), and (vi) the Employer may establish permanent evening, permanent night, and night and evening shifts for purposes of meeting the commitments of this LOU.

### **Multi-Site Positions:**

The Employer may create multi-site positions for the purposes of meeting the commitments of this LOU. Multi-Site positions created to meet the commitments of this LOU shall be subject to the provisions of Article 44.03 (a), (c), (d), and (j).

**Designated Float Positions:**

The Employer may create designated float positions for the purposes of meeting the commitments of this LOU. Designated float positions created to meet the commitments of this LOU shall be subject to all of the provisions of Article 44.06.

**Flexible Part Time Positions:**

The Employer may create Flexible Part Time (FPP) Positions for purposes of meeting the commitments of this LOU.

**Combined Positions:**

Notwithstanding items 1 and 2 of LOU #8 Re: Combined Positions, the Employer may create combined positions for the purpose of meeting the commitments of this LOU. Where the Employer creates a Combined Position, the provisions of LOU 8, items 3 through 9 shall apply.

**Multi-Unit Positions:**

The Employer may exercise its right to create multi-unit positions as per LOU #9 as an option for meeting the commitments of this LOU.

**Multiple Positions:**

Notwithstanding LOU #14 Re: Employees with Multiple Employment Relationships, the Employer may offer an Employee an additional vacant position for the purpose of meeting the commitments of the LOU.

**Temporary Positions:**

Temporary positions may be made available to Employees who are unable to select a vacant Regular position or displace into a Regular position within a radius of 50 kilometres of the Employee's original site. The Employee in this circumstance shall maintain recall rights under Article 15 and all rights under this Letter of Understanding.

**III. Supernumerary Employment**

If unable to maintain the Employee's FTE through the strategies listed in item II, the Employer shall provide job security to Employees through supernumerary employment while continuing to search for an employment opportunity. Where an Employee's job security is being provided on a supernumerary basis, the parties agree that this is intended as a temporary measure and that the redeployment of Supernumerary Employees to Regular positions shall take priority over Employees already being provided job security and Employees awaiting recall.

**IV. Termination of Employer Obligations**

Employees shall be considered to have relinquished their right to Job Security protection if they decline an offer of:

- any available vacancy at a Site within a 50 kilometer radius of their original Site that would restore them to a Regular position at their original FTE; or

- any FTE increase that would restore them to their original FTE.

Employees who have relinquished their right to Job Security in these circumstances shall then be considered to have experienced a Voluntary Reduction in FTE and the Employee shall be entitled to all recall rights pursuant to Article 15: Layoff and Recall.

This Letter of Understanding shall expire on March 31, 2020.

## LETTER OF UNDERSTANDING #21

### 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 #22**

### **RE: EXTENDED WORK DAY OPTION (4 ON/4 OFF) AND HOURS OF WORK WORKING GROUP**

The parties agree that the concept of a modified scheduling option (4 on/4 off) for Employees working under Article 37: Extended Work Day is one that requires further discussion and problem solving. Both parties are committed to making all reasonable efforts to continue working towards an agreement on the modified scheduling option in a timely manner. Any such agreement reached shall be subject to ratification by the Union.

The parties therefore agree to establish a working group of the Joint Committee to continue discussions on this topic during the term of the Collective Agreement. In addition to discussing the modified scheduling option the working group shall also review and discuss issues related to Article 7, Article 37 and Letter of Understanding #10.

## **LETTER OF COMMITMENT**

### **RE: HEALTH BENEFITS TRUST OF ALBERTA**

AHS commits to add to the next Health Benefits Trust of Alberta Policy Council meeting's agenda and fully support UNA's request for non-voting representative status on the Council.

=====

## **ADDENDUM OF LOCAL CONDITIONS**

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

### **I. ALBERTA HEALTH SERVICES - SOUTH ZONE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## 2. **OVERTIME**

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

Amend Article 8.01(a) to read:

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

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

- (a) Hours of Work and Scheduling

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

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

Amend Article 7.01 (a) to read:

- 7.01(a) (i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day and in any event, shall be less than 38.78 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's Basic Rate of Pay for hours worked up to 11.08 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.08 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

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

Amend Article 7.02(g) to read:

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

- (iv) where practicable, days off to be scheduled in such a way as to equally distribute weekends off, excepting those Part-time Employees who are employed specifically for weekend work. Weekend is defined as Saturday and Sunday.

(b) Increment Accrual

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

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

(c) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

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

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

**1. PARKING**

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

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

**1. HOURS OF WORK AND SCHEDULING**

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

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

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

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

- (i) 7.75 consecutive hours per day and 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule:  
or
  - (ii) 11.08 consecutive hours per day or 36.01 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Amend Article 7.01(b) (iii) to read:
  - 7.01 (b) Regular hours of work shall be deemed to:
    - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each period of 3.875 hours of work.
- (c) Add Article 7.02(g) (vi):
  - 7.02 (g) (vi) at least 11.75 hours off duty between an Extended Work Day and a consecutive regular workday.

## 2. **OVERTIME**

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

Amend Article 8.01(a) to read:

- 8.01(a) (i) Overtime is all time authorized by the Employer and worked by an Employee in excess of a regularly scheduled shift of 7.75 hours per day or on scheduled days of rest.
- (ii) Overtime is all time authorized by the Employer and worked by an Employee in excess of a regularly scheduled shift of 11.08 hours per day or on scheduled days of rest.

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

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

- (a) Regular hours of work for Regular Part-time Employees who work at least one (1) scheduled Extended Workday shift, exclusive of meal breaks, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.08 hours per day, and in any event, shall be less than 36.01 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Amend Article 37.02(E) to read:
  - Amend Article 30.01(b): 7.02(g) to read:
    - 30.01(b) 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

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

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

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

(c) Increment Accrual

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

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

(d) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

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

4. **PARKING**

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

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

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

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

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

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

Amend Article 7.01(a) to read:

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

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

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

Amend Article 7.01(b) to read:

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

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

## 2. **OVERTIME**

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

Amend Article 8.01(a) to read:

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

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

(A) Hours of Work and Scheduling

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

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

Amend Article 7.01(a) to read:

- 7.01(a)(i) Regular hours of work for regular Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.25 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).

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

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

Amend Article 7.02(g) to read:

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

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

(B) Increment Accrual

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

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

(C) Casual Employees Increment Accrual



Amend Article 30.0.3(b) to read:

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

4. **PARKING**

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

## **II. ALBERTA HEALTH SERVICES - CALGARY ZONE**

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

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

Mental Health Worker/Therapist: Registered Nurse rates.

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

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

Amend Article 16 to add Article 16.07:

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

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

1. **PARKING**

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

### **III. ALBERTA HEALTH SERVICES - CENTRAL ZONE**

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

##### **1. PARKING**

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

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

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

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

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

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

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

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
  - (i) either 7.75 consecutive hours per day or 11.08 consecutive hours per day; and
  - (ii) 36.98 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

## **IV. ALBERTA HEALTH SERVICES - EDMONTON ZONE**

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

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

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

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

- (i) 7.75 consecutive hours per day;
- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (iii) 2022.75 hours per year.

Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Local.

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

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

- (i) include, as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift of 7.75 hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of 40 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
- (iii) include, as scheduled by the Employer, one (1) rest period of 20 minutes during each half Shift of not less than four (4) hours; and
- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(c) Amend Article 7.02(f)(i) to read:

7.02 (f) (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1515 hours.

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

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

## 2. **VACATION WITH PAY**

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

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

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

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

(a) Hours of Work

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 155 hours per 28 calendar day period. Such 28 calendar day periods shall be consecutive and non-inclusive.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid her or his basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (vi) Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Local. A Part-time Employee shall be paid at 2X the applicable Basic Rate of Pay for all hours worked in excess of regular hours of work on a flexible or modified Shift schedule.

Amend Article 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, two (2) rest periods of 20 minutes during each full working Shift of 7.75 hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of 40 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
- (iii) include, as scheduled by the Employer, one (1) rest period of 20 minutes during each half Shift of not less than four (4) hours; and
- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

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

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

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

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

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

30.01 (c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
  - (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
  - (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (e) Amend Article 30.03(a)(v) to read:
  - 30.03 (a) (v) A Casual Employee whose home site is the University of Alberta Hospital shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as October 6, 2014).
- (f) Amend Article 30.03(b) to read:
  - (b) Increment Accrual
 

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

#### 4. **EXTENDED WORK DAY**

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

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



- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.
  - (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.
  - (d) The Employer and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- (b) Amend Article 37.02 to read:
- 37.02 Three (3) optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I, Option II or Option III is applied, the relevant provisions of Article 7 and 30 shall be amended as follows:

**Option I: 11.625 Hour Extended Work Day**

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

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

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

- 7.01 (b) Regular hours of work shall be deemed:
- (i) to include a 20 minute rest period for each four (4) hours scheduled, two (2) of which may be combined by agreement between the Employer and the Employee; and

- (ii) to exclude a meal period of 30 minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
- (iii) Where in-hospital time is 12.25 hours as determined by the start and finish of the Shift, 7.5 minutes of unpaid time will be scheduled by the Employer in combination with a meal break or rest period.
- (iv) Meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

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

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

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

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

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
    - (iv) not more than four (4) consecutive extended Shifts.
    - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
  - (h) Does not apply.
  - (i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (D) Amend Article 30.01(a): 7.01(a)(i) to read:
- 30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (E) Amend Article 30.01(b): 7.02(g) to read:
- 30.01(b) 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

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

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

**FULL-TIME EMPLOYEES:**

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

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

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

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

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

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

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

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

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

(iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;

(iv) not more than four (4) consecutive Shifts; and

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

(h) Does not apply.

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

#### **PART-TIME EMPLOYEES:**

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

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

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

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

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

- (i) (A) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (B) at least 15 hours off duty on a Shift changeover between a regular Shifts; and
- (C) at least 15 hours off duty on a Shift changeover between a regular Shift and an extended Shift, or vice versa;

- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 21 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four (4) consecutive Shifts.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

**Option III: 9.75 Hour Extended Work Day**

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

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

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

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



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

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

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

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

(h) Does not apply.

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

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

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

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

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

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

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

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

5. **WEEKEND WORKER**

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

**Weekend Worker**

**Option I – Extended Work Day Option**

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
  - (a) a consecutive time period of 11.625 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
  - (b) 31 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02 (C) (g) (v) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
  - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
  - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
  - (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
  - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

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

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

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

7. Sick Leave

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

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

6. **SALARY APPENDIX**

Amend the Salary Appendix to add:

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

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
April 1, 2017	\$40.81	\$42.25	\$43.81	\$45.25	\$46.76	\$48.33	\$49.77	\$51.24	\$53.05
2% LSPA Rate	\$41.63	\$43.10	\$44.69	\$46.16	\$47.70	\$49.30	\$50.77	\$52.26	\$54.11
April 1, 2018	\$40.81	\$42.25	\$43.81	\$45.25	\$46.76	\$48.33	\$49.77	\$51.24	\$53.05
2% LSPA Rate	\$41.63	\$43.10	\$44.69	\$46.16	\$47.70	\$49.30	\$50.77	\$52.26	\$54.11
April 1, 2019	Wage re-opener								
2% LSPA Rate	Wage re-opener								

## **Nephrology Nurse Clinician**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
April 1, 2017	\$40.72	\$42.20	\$43.74	\$45.18	\$46.71	\$48.23	\$49.70	\$51.20	\$52.99
2% LSPA Rate	\$41.54	\$43.04	\$44.61	\$46.09	\$47.64	\$49.19	\$50.70	\$52.21	\$54.05
April 1, 2018	\$40.72	\$42.20	\$43.74	\$45.18	\$46.71	\$48.23	\$49.70	\$51.20	\$52.99
2% LSPA Rate	\$41.54	\$43.04	\$44.61	\$46.09	\$47.64	\$49.19	\$50.70	\$52.21	\$54.05
April 1, 2019	Wage re-opener								
2% LSPA Rate	Wage re-opener								

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

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

The provisions of Article 7 shall be amended as follows:

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

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

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

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

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

The provisions of Article 30 shall be amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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



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

### 3. **WEEKEND WORKER**

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

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

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

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

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

4. **PARKING**

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

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

1. **EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND**

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

2. **CLASSIFICATION**

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

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

3. **REGIONAL CONTINUING CARE SERVICES (RCCS)**

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

(A) Hours of Work and Scheduling Provisions

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

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

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

(B) Part-Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

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

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

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

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

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

(C) Red Circle

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

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

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

#### 4. CHOICE

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

##### (A) Hours of Work and Scheduling Provisions

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

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

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

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

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

##### (B) On-Call/Call Back

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

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

(C) Part-time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

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

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

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

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

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

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

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

1. The Employer agrees to fund Employees approved by the Employer and accepted into the Critical Care Orientation Program or the Emergency Orientation Program up to a maximum of \$4,000. Should the cost of the programs increase, the Employer agrees to increase the amount of funding to cover the cost of the programs.

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

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

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

**A. Hours of Work and Scheduling Provisions**

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

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

**B. Part-time, Temporary and Casual Employees**

The provisions of Article 30 shall be amended as follows:

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

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

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

30.01 (c) (i) Part-time Employees shall be entitled to an increment upon the completion of 2022.75 regular hours of work and thereafter, a further increment upon the completion of 1,829 regular hours actually worked to the maximum increment granted Full-time Employees.

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

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

## **V. ALBERTA HEALTH SERVICES - NORTH ZONE**

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

#### **Letter of Understanding Re: Northern Incentive Program**

1. An Employee employed at a work site between the 55th and 57th parallel will be eligible to receive a Remote Retention Allowance of \$3,000 per year prorated for non Full-time Employees. The Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of Remote Retention Allowance.
2. An Employee employed at a work site north of the 57th parallel will be eligible to receive a Northern Allowance of \$6,300 per year prorated for non-Full-time Employees. The Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of Northern Allowance.
3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance of \$12,480 per year prorated for non-Full-time Employees. The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid Leave of Absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance.
4. Regular and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the 57th parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of \$1,235 per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.
5. The Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes.
6. The Employer reserves the right to amend or terminate with 90 days' notice.



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

**1. HOURS OF WORK**

- (a) The parties agree that the following Hours of Work provisions for nurses previously covered by Addendum S, Multi-Employer/UNA Community Collective Agreement April 1, 2001, to March 31, 2003, shall remain in force and effect until March 30, 2020 or such longer period as the parties may agree.

**7.01 Regular Hours of Work**

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

- (a) 7.5 consecutive hours per day;
- (b) 37.5 hours per week;
- (c) regular hours of work shall include two (2) consecutive days of rest per week; and
- (d) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend.
- (e) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions under this Local Condition with days of rest on weekends, shall continue to apply unless the delivery of client care requires a change, and if so, it shall change only to the extent necessary.

- 7.02**
- (a) Regular hours of work shall be deemed to exclude an unpaid meal period of 30 minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours.
  - (b) The 30 minute meal break identified in Article 7.02(a) may be extended to 60 minutes by mutual agreement between the Employee and the Employer provided the 7.5 hours identified in Article 7.01(a) are worked on that day.

- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
  - (d) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period later in the Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) the rest period, at 2X the Employee's Basic Rate of Pay rather than at straight time; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.02(c), at 2X the Employee's Basic Rate of Pay rather than at straight time; or
    - (iii) for a meal period for which the Employee is entitled to be paid, at 2X the Employee's Basic Rate of Pay.
- 7.03 Regular hours of work shall be deemed to include one (1) rest period of 15 minutes during each period of 3.75 hours worked.
- 7.04 Regular hours of work shall be scheduled by the Employer to fall between the hours of 0800 hours and 2200 hours. Such hours of work shall not exceed the provision in Article 7.01(a) above in any one (1) day.
- 7.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, there will be at least 10 hours off duty between Shifts.
- 7.06 The normal range of hours identified in Article 7.04 may be altered by mutual agreement between the Employee and the Employer.
- 7.07 The two (2) consecutive days of rest in Article 7.01(c) can be altered by mutual agreement between the Employer and the Employee.
- 7.08 Shift schedules shall be posted six (6) weeks in advance. Notwithstanding the foregoing, the Shift schedule may be posted with less than six (6) weeks' notice by mutual agreement between the Employee(s) and the Employer.
- 7.09 If, in the course of a posted schedule, the Employer changes the Employee's Shift start time by two (2) hours or more the Employee shall be paid at the rate of 2X the Employee's Basic Rate of Pay for all hours worked on that Shift unless at least seven (7) calendar days' notice of such change has been given.
- 7.10 Notwithstanding Article 7.09, changes to the posted Shift schedule may be made without penalty at any time by mutual agreement of the Employee and the Employer.

- 7.11 In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's Basic Rate of Pay.
- 7.12 Employees may exchange Shifts among themselves with the written approval of their supervisor. In the event that it is not possible to get approval in writing, the verbal approval of their supervisor will be considered sufficient. Such verbal approval must be confirmed in writing.
- 7.13 Time spent travelling to provide programs and patient/resident/client care shall be considered hours worked and paid at the applicable rate.

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

WHEREAS the parties agree that:

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

**Retention and Recruitment**

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

**1. Retention and Recruitment Payments**

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

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

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

This Retention Payment shall be subject to all statutory deductions.

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

Retention payments are paid following completion of the fiscal quarter.

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

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

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

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

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

## **2. Additional Northern Professional Development Leave**

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

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

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

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

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

### **3. Trips Out of the North**

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

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

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

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

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

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

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

5. **Term of Agreement**

This Letter of Understanding shall expire on March 31, 2020.

## **VI. ALBERTA HEALTH SERVICES - COMMUNITY MENTAL HEALTH CLINICS**

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

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

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

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

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

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

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

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

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

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

(a) Hours of Work and Scheduling

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

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

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

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

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

Amend Article 7.02(g) to read:

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

- (i) not more than seven (7) consecutive days of work;
- (ii) no split Shifts;

(b) Increment Accrual

Amend Article 30.01(c) to read:

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

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

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

(d) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

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



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

Airdire - Provincial Building Banff Mental Health Clinic Black Diamond - Oilfields General Hospital Bonnyville New Park Place Brooks Community Mental Health Clinic Calgary - Central Calgary Mental Health Clinic Calgary - Northeast Calgary Mental Health Clinic Calgary - Northwest Calgary Mental Health Clinic Camrose Addiction and Mental Health Centre Canmore Mental Health Clinic Chestermere Mental Health Clinic Claresholm Care Centre Claresholm - Mental Health Clinic Cochrane Mental Health Clinic Consort Community Health Centre Drayton Valley Community Health Centre Didsbury Mental Health Clinic Drumheller Mental Health Clinic Edmonton - Northgate Centre Edmonton - Forensic Assessment and Community Services Edmonton - 108 <sup>th</sup> Street Community Mental Health Clinic Edmonton- Rutherford Health Centre Fort McMurray - Northern Lights Regional Hospital (3 <sup>rd</sup> floor) Fort Saskatchewan - Sheritt Health Centre Grande Cache - Pine Plaza Building Grande Prairie - Nordic Court Hardisty Health Centre High Level - Northwest Health Centre	High River Mental Health Clinic Hinton Community Health Services Killam - 4811 49 Avenue Lac La Biche Provincial Building Lacombe Mental Health Centre Lethbridge- Provincial Building Leduc - Hope Centre Building Medicine Hat - Provincial Building Medicine Hat - Seniors Health Program Morinville - Provincial Building Okotoks Mental Health Clinic Olds - Provincial Building Olds Hospital and Care Centre Peace River Mental Health Clinic Ponoka- Provincial Building Provost Provincial Building Red Deer - 49 Street Community Health Centre Red Deer - Provincial Building Rimbey Hospital and Care Centre Rocky Mountain House Health Centre Sherwood Park - Strathcona Community Hospital Spruce Grove - Stan Woloshyn Building St. Therese/St. Paul Healthcare Centre St Albert - Provincial Building Stettler Hospital and Care Centre Strathmore Mental Health Clinic Stony Plain - Westview Health Centre Sylvan Lake Community Health Centre Three Hills Mental Health Clinic Vegreville Community Health Centre Vermillion Provincial Building Wainwright Provincial Building Wetaskiwin - Provincial Building
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

UNA does not agree that all of the above are the appropriate sites. The parties agree to attempt to reach agreement on which sites are properly covered by this Local Condition. If unable to reach agreement, the parties will utilize a mediation/arbitration process using one of the individuals named in Article 32.11. The parties agree that the existing terms and condition will apply at the above named sites until this matter has been resolved

## **VII. ALBERTA HEALTH SERVICES - CANCER CONTROL**

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

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

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

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

(i) 7.75 consecutive hours per day;

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

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

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

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

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

#### **2. EDUCATION ALLOWANCE**

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

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

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

(a) Hours of Work

Amend Article 7.01(a) to read:

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

- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
  - (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
  - (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
  - (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.
- (b) Amend Article 30.01(b) 7.02(g)(ii) to read:
- 7.02 (g) (ii) an average of at least two (2) consecutive days per week shall be scheduled as designated days of rest;
- (c) Amend Article 30.01(b) 7.02(g)(iii) to read:
- 7.02 (g) (iii) not more than seven (7) consecutive scheduled days of work.
- (d) Amend Article 30.01(c) to read:
- 30.01 (c) Increment Accrual
- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work, and thereafter, a further increment upon the completion of each period of 1829 regular hours actually worked, to the maximum increment granted Full-time Employees.
  - (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (e) Amend Article 30.03(a)(v) to read:
  - 30.03 (a) (v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period starting October 6, 2014.
- (f) Amend Article 30.03(b) to read:
  - (b) Increment Accrual
 

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

#### 4. **EXTENDED WORK DAY**

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

Such list may be amended from time to time by agreement of the parties.
  - (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.
  - (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.

- (d) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- (b) Amend Article 37.02 to read:
  - (i) Amend Article 7.01 to read:
    - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
      - (i) be a combination of Shifts of 11.5 consecutive hours per day and 7.75 consecutive hours per day; or be 9.75 consecutive hours per day;
      - (ii) be 38.75 hours per week averaged over one (1) Cycle of the Shift Schedule; and
      - (iii) except where overtime is necessitated, not exceed 12.25 hours per day of in-hospital time, as determined by the start and finish times of the Shift.
  - (ii) Amend Article 7.02 to read:
    - 7.02 (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
    - (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.
    - (c) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to the requirements of Article 7.02(a).
    - (d) The Shift patterns which may be available are:
      - (i) Permanent days
      - (ii) Permanent nights (only by request of Employee)
      - (iii) Nights and days rotation

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

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

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

- (f.1) Does not apply.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) at least two (2) consecutive days of rest per week;
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time must be at 59 hours; and
  - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
- (h) Violation of any provision of Article 37.02: 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

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

30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.5 hours per day and, in any event, shall be less than 38.75 hours per week, averaged over one (1) complete Cycle of the Shift Schedule.

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours; and
- (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.

(c) Amend Article 37.03 to read:

Amend Article 8.01(a) to read:

- 8.01(a)(i) Overtime is all time authorized by the Employer and worked by the Employee in excess of the regular daily hours specified Article 37.02, or on scheduled days of rest.
- (ii) Notwithstanding Article 8.01(a)(i), where an Employee works a combination of extended working days and regular working days pursuant to Article 37.01(a), overtime is all time authorized by the Employer and worked by the Employee in excess of the daily hours posted in the schedule, or on scheduled days of rest.

(d) Amend Article 37.15 to read:

Amend Article 30.01(f) to read:

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

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

(e) Amend Article 37.17 to read:

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

## 5. **WEEKEND WORKER**

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

### **Weekend Worker**

#### **Option I – Extended Work Day Option**

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
  - (a) a consecutive time period of 11.5 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
  - (b) 30.67 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. The scheduling provisions of Article 37.02(C) shall apply, except that Article 37.02(C) 7.02(g)(iii) and (g)(v) shall not apply.
4. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
5. Vacation



- (a) Vacation entitlement shall be determined in accordance with Article 37.05.
- (b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

6. Sick Leave

- (a) Sick leave accrual shall be determined in accordance with Article 37.10, 37.11 and 37.12.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

7. Shift Differential and Weekend Premium

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

8. Letter of Portability

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

9. Pension

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

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

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

3. Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Article 7.02(g) (iii) shall not apply.
5. Employees shall be paid for 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. Vacation
  - (a) Vacation entitlement shall be determined in accordance with this Local Condition.
  - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. Sick Leave
  - (a) Sick leave accrual shall be determined in accordance with Article 19.
  - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. Shift Differential and Weekend Premium

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

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

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

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

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

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

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

For those Employees, the parties agree as follows:

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

## **VIII. ALBERTA HEALTH SERVICES – ADDICTION AND MENTAL HEALTH (FORMERLY AADAC)**

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

### **1. RE: EXTENDED WORK DAYS**

Amend Article 37.01 to read:

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

## **IX. ALBERTA HEALTH SERVICES – CORRECTIONS SERVICES**

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

### **1. ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

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

#### **7.01 Regular Hours of Work**

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

#### **7.02 Shift Schedules**

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

B. “6 On /3 Off” Schedule

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

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

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

- (i) Hours of Work

Amend Article 7.01(a) to read:

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

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

- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day, and 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

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

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 15 hours off duty between Shifts;
  - (ii) an average of at least two (2) consecutive days per week, and a total of 10 days each five (5) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required; and
  - (iii) not more than six (6) consecutive scheduled days of work; and
  - (iv) designated days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated day of rest when the designated day of rest falls on a weekend.

Amend Article 30.01(c) to read:

30.01 (c) Increment Accrual

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

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

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

Amend Article 30.03(b) to read:

30.03 (b) Increment Accrual

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

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

(a) Amend Article 37.01 to read:

- 37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating:
- (i) applicable correctional services facility;
  - (ii) applicable positions; and
  - (iii) applicable extended work day option.



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

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

- (b) Amend Article 37.02 as follows:

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

**Option I: 11.25 Hour Extended Work Day**

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

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

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

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

- (iv) days and evenings rotation.
- (C) Amend Article 7.02 (g) to read:
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
    - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
    - (ii) at least two (2) consecutive days of rest per week;
    - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
    - (iv) not more than four (4) consecutive extended Shifts nor more than five (5) extended Shifts per week.
- (D) Amend Article 30.01(a): 7.01(a)(i) to read:
- 30.01(a) 7.01(a)(i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 11.25 hours per day and, in any event, shall be less than 39.375 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (E) Amend Article 30.01(b): 7.02(g) to read:
- 30.01(b) 7.02(g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

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

(F) Amend Article 37.03 to read:

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

(G) Amend Article 37.17 to read:

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

## 2. **LETTER OF UNDERSTANDING RE: PARKING FOR CORRECTIONS NURSES**

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

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

## **X. ALBERTA HEALTH SERVICES - EDMONTON ZONE & COVENANT HEALTH**

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

### **1. TERM OF ADDENDUM**

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

### **2. APPLICATION**

- (a) In the event of a conflict between the terms of this inter-Employer Addendum and provisions contained in related intra-Employer Addenda, the provisions of the intra-Employer Addenda shall prevail.
- (b) In the event of a conflict between the terms of this Addendum and terms of the Collective Agreement which are not addressed in related intra-Employer Addenda, the terms of this Addendum shall prevail.
- (c) Notwithstanding anything in this Addendum or the operation of this Addendum, the parties agree that nothing contained in this Addendum, nor the operation of the provisions of this Addendum, may be relied upon by any of the parties in any common Employer application.

### **3. TRANSFER(S) OF PROGRAMS**

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

#### 4. **EMPLOYEES WORKING IN OTHER SITES**

##### Sharing of Expertise, Education, or Maintenance of Skills

###### (a) Skill Maintenance

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

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

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

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

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

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

###### (b) Education

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

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

(c) Meetings

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

(d) Orientation

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

(e) “At or out of” Positions

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

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

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

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

(f) Conditions

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

- (vi) 12 weeks’ notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union and Local. The 12 week notice period may be waived if there is agreement between the Union and Local and the Employer concerned.

- (ii) During the period of such assignment, the Employee shall continue to be a member of the Employee's home bargaining unit and covered by the applicable Collective Agreement.
  - (iii) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a Shift, including parking for the Shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.
  - (iv) An Employee working at another site shall receive a reasonable period of orientation to the other site.
- (g) No Layoffs

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

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

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

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

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

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

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

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

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



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

## 6. **RENOVATIONS**

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

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

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

## 7. **RECALL**

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

## 8. **PROMOTIONS, TRANSFERS AND VACANCIES**

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

## 9. **RECEIVING CLAUSE**

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

## 10. **DISPUTE RESOLUTION MECHANISM**

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

## **XI. COVENANT HEALTH**

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

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

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

- (a) The Supplementary Health Benefits Plan, substantially equivalent to the HBTB Plan as of the Date of Ratification inclusive of:
  - (i) vision care coverage providing for annual eye exams and up to \$600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
  - (ii) eighty (80%) direct payment provision for all medication prescribed by a qualified practitioner. Subject to continuation of Joint Appeal Panel criteria that medication must be a substance:
    - (A) prescribed by a physician, dentist, pharmacist or nurse practitioner, to correct or treat a medical condition; that is
    - (B) based on a diagnosis made by a physician, dentist, or nurse practitioner; and
    - (C) which is required to be consumed (orally, by injection, absorbed or inhaled); and is
    - (D) dispensed by a pharmacist.
- (b) Alberta Health Care Insurance Plan;
- (c) Basic Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
- (d) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);

- (e) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
  - (f) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
  - (g) The Covenant Health Consolidated Dental Benefits Plan or equivalent, inclusive of reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3,000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3,000 per insured person.
- 21.02 Where the benefits specified in Article 21.01 are provided through Administrative or Insurance Contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 21.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 21.04 The Employer shall make available to all Employees brochures and other relevant information concerning the above plans, upon hiring and to all Employees and the Union when there are changes to the plans.
- 21.05 The Employer shall:
- (a) provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
  - (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c).
- 21.06 Benefit Eligibility

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

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

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

#### 21.07 Waiting Periods

Providing the Employee is actively at work:

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

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

- (a) The Employer agrees to take all necessary steps to facilitate the enrollment of retired Employees on the Alberta Retired Teachers' Association (ARTA) Benefit Plan for supplemental health care and dental coverage, including:
  - (i) obtaining all relevant information from the ARTA Benefit Plan and sharing the information with the Union;
  - (ii) working with the ARTA to develop information materials for retired and retiring Employees;
  - (iii) providing retiring Employees with the information to facilitate their enrollment on the ARTA Benefit Plan.
- (b) 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.

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

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

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

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

For these sites the parties agree as follows:

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

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

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

**1. TRANSFER(S) OF PROGRAMS**

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

## **2. SERVICE RELOCATION**

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

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

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

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

## **3. EMPLOYEES WORKING IN OTHER BARGAINING UNITS**

Sharing of Expertise, Education or Maintenance of Skills

### **(a) Skill Maintenance**

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

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

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

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

### **(b) Education**



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

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

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

(c) Meetings

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

(d) Orientation

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

(e) “At or out of” Positions

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

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

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

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

(f) Special Procedures

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

(g) Conditions

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

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

(h) No Layoffs

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

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

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

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

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

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

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

## **5. MULTI-BARGAINING UNIT POSITIONS**

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

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

## 6. **RENOVATIONS**

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

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

- (f) Employees from the sending Bargaining Unit who transfer temporarily to the receiving bargaining unit may be integrated into the operations and rotations of the receiving Bargaining Unit.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union and Local(s) agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

## 7. **DESIGNATED FLOAT POSITIONS**

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three (3) sites, the furthest two (2) sites being no more than 100 kilometres apart, for the following purposes:
  - (i) Coverage for sick leave;
  - (ii) Coverage for vacation;
  - (iii) Coverage for approved leave of absence;
  - (iv) Coverage for educational programs;
  - (v) Coverage for those on skills maintenance;
  - (vi) Surges in workload;
  - (vii) Coverage for unanticipated absences.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
- (c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.
- (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.
- (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.
- (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.

- (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
- (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
- (i) There will be no layoffs as a result of the use of float positions.

## **8. VOLUNTEERS FOR TEMPORARY ASSIGNMENTS**

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

## **9. PROMOTIONS, TRANSFERS AND VACANCIES**

- (a) If a vacancy remains in another Bargaining Unit after the provisions of Article 14: Promotions, Transfer & Vacancy have been implemented, Employees from the other Bargaining Unit have the right to apply for the vacancy in the other Bargaining Unit. The vacancy shall be filled whenever possible from Employees covered by this Addendum. Should the Employee be the successful candidate, the Employee may transfer accrued seniority and pension entitlements, vacation entitlement and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Such Employee shall be subject to the Promotions, Transfers and Vacancies provision of the receiving Collective Agreement.
- (b) Employees are not required to resign their position at the original site in order to transfer their entitlements outlined in 9(a) above.

- (c) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (d) The Employer may choose to recruit to a position utilizing a single posting (except dual postings where modified recall provisions are applicable), and apply existing order of consideration provisions applicable to the receiving Bargaining Unit and Collective Agreement.

#### 10. **RECALL**

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

#### 11. **APPLICATION OF THE SALARY APPENDIX**

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

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

## 12. **ENTITLEMENT TRANSFER**

- (a) Employees may port their entitlements in accordance with Addendum B, 9 (Promotions Transfer and Vacancies) without resigning their position with the other Employer.
- (b) Notwithstanding 12(a), if an Employee remains in a Regular or Temporary position at the original site, vacation and sick banks will not be transferred.

## 13. **RECEIVING CLAUSE**

This Addendum shall apply to:

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



- Mary Immaculate Hospital (Mundare)
- St. Joseph's Home (Medicine Hat)

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

#### 14. **DISPUTE RESOLUTION MECHANISM**

- (a) This Addendum shall form part of the Collective Agreement and shall remain in force subject to negotiation and renewal by the parties.
- (b) If any party wishes to amend, delete, or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend, delete or renew this Addendum and they are unable to reach agreement, such dispute may be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.
- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.
- (e) In addition, the parties agree to meet at such other time as the parties agree upon, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.
- (f) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from the Employer and Locals, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

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

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

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

1. The Employer agrees to fund Employees approved by the Employer and accepted into the Programs. The programs are valued at a minimum of \$4,000 which includes, but is not limited to, salary of the Employees while they are in the classroom.
2. Funding of the Program shall include the course and material costs, applicable wages, shift premiums, and applicable benefits as per the Collective Agreement.
3. The Employer agrees to pay the Employee at the Basic Rate of Pay for attendance in the Program. Part-time Employees attending the Program on a full-time basis will be paid at the Basic rate of Pay for all hours in attendance, not to exceed a 1.0 FTE.
4. Part-time Employees attending the Program on a full-time basis shall be considered Temporary Full-time Employees, and as such, Article 30.02 of the Collective Agreement shall apply.
5. Funded Employees will be selected for full-time or part-time positions in accordance with Article 14: Promotions, Transfers & Vacancies. All provisions of the Collective Agreement apply during the term of paid education leave, except Article 14.07(a) for internal applicants and Article 11.01 for external applicants. Under this Local Condition, the Employee's trial period or probationary period will commence after completion of the Program inclusive of the clinical practicum.
6. For Employees who have not completed their trial period or probationary period prior to the commencement of the Program, the time of such periods will be suspended during the Program.
7. For Employees not placed in a regular position prior to beginning the Program, the Employer shall make reasonable efforts to have at least a 0.50 FTE, regular or temporary position available for Employees who complete the Program.
  - (a) Should such positions not be available, the Employer will guarantee the Employee hours of work as a Benefit Eligible Casual Employee, to the equivalent of 0.50 FTE.
  - (b) If such positions are available, Employees are expected to work in a position for a minimum of 12 months.
8. Funded Employees agree to provide a 12 month return-for-service commitment in at least a 0.50 FTE with the Employer by signing the Covenant Health Return Service Commitment Agreement. This Return Service Commitment Agreement commences following completion of the Program inclusive of the clinical practicum. The return service is to be completed with the Employer, within the applicable Department.
9. Should the Employee terminate employment with Covenant Health before the completion of the 12-month return service commitment, the funds referred to in Item #1 will immediately become due and payable to Covenant Health. The amount to be repaid to Covenant Health will be prorated by multiplying that amount of the funds paid by the ratio of months remaining in the return service commitment period to the total 12 month return service commitment period. For example, if an Employee resigns their position after six (6) months of service, the amount owed would be:  $\$4,000 \times 6/12 = \$2,000$ .

10. Notwithstanding Article 33: Compensation Errors, the Employee agrees that Covenant Health reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from the final pay advice, including any vacation pay owing. The Employer may agree to a payment plan which is mutually agreeable to the Employee.
11. In the event the Employee fails to fulfill the return service commitment by the Employee's own choice, but remains an Employee of Covenant Health, the amount of monies owed by the Employee will be reduced by 75%.
12. Should the Employer terminate the Employee's employment at any time during the return service commitment period, the Employee will be considered to have fulfilled all obligations with respect to return service and no monies will be owed to the Employer.
13. If the Employee is absent for 30 days or more during the return service commitment period, the period of time for the return service commitment will be extended for an amount of time equal to the absence.
14. If the Employee is unsuccessful during the course, trial period or probationary period, the Employer and the Local will meet to discuss placing the Employee in a vacant or suitable position. Such placement will not be subject to the provisions of Article 14: Promotions, Transfers & Vacancies
15. Where the Employee and/or the Local identify concerns that may prevent the Employee from completing the return service commitment, the Employer will review those concerns and work with the Local and the Employee to resolve those concerns.
16. The Employer reserves the right to waive the requirement of the return service commitment when extenuating circumstances occur.
17. This agreement shall be reviewed annually and can be terminated with 90 days' notice by either party.

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

**1. EXTENDED WORK DAY**

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

Amend Article 7.01(a) to read:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall:
- (i) be a consecutive time period of 11.25 hours per day;
  - (ii) be 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

- (iii) not exceed 12.25 maximum in-hospital hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

Amend Article 7.01(b) to read:

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

- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of 30 minutes each. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

(d) Amend Article 37.14 to read:

Amend Article 30.01(e) to read:

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

18.02 (a) Part-time Employees who works on a Named Holiday shall be paid for the first 11.25 hours worked on the Named Holiday at 1 1/2X the Employee Basic Rate of Pay.

(b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 11.25 hours.

(e) Amend Article 37.16 to read:

Amend Article 30.03(d) to read:

- 18.01 A Casual Employee shall be paid in addition to the Employee's Basic Rate of Pay a sum equal to 5.0% of the Employee's regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.
- 18.02 (a) Casual Employees who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first 7.75 hours except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to 11.25 hours.
- (b) Notwithstanding Article 18.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first 7.75 hours except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on a least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

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

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

The provisions of Article 7 shall be amended as follows:

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

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

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

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

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

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

The provisions of Article 30 shall be amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

### 3. **WEEKEND WORKER**

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

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

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

7. Sick Leave

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

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

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

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

1. **IN-CHARGE, TEMPORARY ASSIGNMENT AND PRECEPTOR PAY**

Amend Article 16 to read:

16.01 In Charge Pay

- (a) The Employer shall designate a person to be in charge of a Unit. Where such person is absent from the Unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b) (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a Unit, such Employee shall be paid an additional \$2.00 per hour.



- (ii) When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a Unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

#### 16.02 Temporary Assignment

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

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

#### 16.03 Preceptor Pay

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

## 2. EDUCATIONAL ALLOWANCES

Amend Article 26.01(a) to read:

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

**Course/Certificate**

**Hourly Allowance**

Clinical Course (including mid-wife course)	50¢
Certified Diabetes Educator Certificate	50¢
Gerontological Certification	70¢
Board of Lactation Consultant Examiners Certificate	50¢
Canadian Nurses Association Certification	50¢
Active registration in the CARNA plus	
Psychiatric Nursing or a Degree or Diploma in	
Nursing Plus Active Registration in CRPNA	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the Date of Ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.
- (c) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
  - (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College And Association Of Registered Nurses Of Alberta (CARNA) or International Qualifications Assessment Service (IQAS); or
  - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

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

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

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

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

- (e) Shall not apply.

(f) Shall not apply.

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

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

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

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

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

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

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

**ARTICLE 11: PROBATIONARY PERIOD**

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

[illegible]

DATE: \_\_\_\_\_

## **EMPLOYER AND LOCAL LISTING**

This Collective Agreement applies to the following United Nurses of Alberta Locals:

### **LAMONT HEALTH CARE CENTRE**

29 Lamont Health Care Centre

### **THE BETHANY GROUP**

12 Bethany Auxiliary Hospital of Camrose, Alberta and Bethany  
Nursing Home of Camrose, Alberta  
204 Bethany Nursing Home of Camrose, Alberta (at Rosehaven Care Centre, Camrose)

### **COVENANT HEALTH**

3 Banff Mineral Springs Hospital  
11 Misericordia Community Hospital, Edmonton  
15 St. Mary's Hospital, Camrose  
22 St. Joseph's General Hospital, Vegreville/Mary Immaculate Hospital, Mundare  
70 St. Joseph's Home (Medicine Hat)  
72 St. Michael's Health Centre, Lethbridge  
79 Grey Nuns Community Hospital/Edmonton General Continuing Care Centre, Edmonton  
86 Bonnyville Health Centre  
99 St. Joseph's Auxiliary Hospital, Edmonton  
154 Youville Home, St. Albert  
192 Killam Health Centre  
198 Our Lady of the Rosary Hospital, Castor

### **ALBERTA HEALTH SERVICES:**

#### **SOUTH ZONE**

20 Big Country Hospital, Oyen  
23 Pincher Creek Health Centre  
66 Milk River Health Centre  
70 Medicine Hat Regional Hospital  
82 Fort Macleod Health Centre  
89 Community (Lethbridge)  
102 Crowsnest Pass Hospital, Blairmore  
120 Chinook Regional Hospital, Lethbridge/Corrections  
126 Community (Medicine Hat)  
131 Coaldale Health Centre  
160 Cardston Health Centre/Community (Cardston)  
164 Taber Health Centre  
191 Brooks Health Centre  
407 Bassano Health Centre  
409 Bow Island Health Centre  
418 Raymond Health Centre/AHS Mental Health Services (Prairie Ridge)

## **CALGARY ZONE**

1	Peter Lougheed Centre
34	Didsbury District Health Services
40	Claresholm Community Health Centre
65	Oilfields General Hospital, Black Diamond
80	High River General Hospital
95	Alberta Children's Hospital
115	Foothills Medical Centre
119	Canmore General Hospital
121	Rockyview General Hospital
143	Vulcan Community Health Centre
202	Willow Creek Continuing Care Centre, Claresholm
211	Community (Calgary)
228	Claresholm Community Health Centre
302S	Tom Baker Care Centre, Calgary
307	Community (Drumheller)
308	Community (High River)
313	Strathmore District Health Services
414	Calgary Corrections
415	South Health Campus, Calgary

## **CENTRAL ZONE**

2	Red Deer Regional Hospital Centre
4	Stettler Hospital and Care Centre
5	Lacombe Hospital and Care Centre/Bentley Care Centre
8	Rocky Mountain House Health Centre
28	Drayton Valley Hospital and Care Centre/Breton Health Centre
31	Ponoka Hospital and Care Centre
35	Two Hills Health Centre
38	Wainwright Health Centre/Hardisty Health Centre
42	Community (Vegreville)/Vegreville Care Centre
43	Olds Hospital and Care Centre
55	Vermilion Health Centre/Mannville Care Centre
58	Three Hills Health Centre
59	Innisfail Health Centre
68	Wetaskiwin Hospital and Care Centre
69	Provost Health Centre
74	Drumheller Health Centre
97	Community (Drayton Valley)
106	Coronation Community Health Centre
125	Hanna Health Centre
134	Sundre Hospital and Care Centre
141	Consort Community Health Centre
186	Daysland Health Centre/Galahad Health Centre
190	Tofield Health Centre
195	Viking Health Centre
216	Dr. Cooke Extended Care, Lloydminster
217	Bashaw Care Centre/Community (Camrose)

- 218 Community (Red Deer)
- 222 Centennial Centre for Mental Health and Brain Injury, Ponoka
- 307 Community (Drumheller)
- 412 Rimbey Hospital and Care Centre

## **EDMONTON ZONE**

- 9 Fort Saskatchewan Health Centre
- 32 Glenrose Rehabilitation Hospital
- 33 Royal Alexandra Hospital
- 62 Leduc Community Hospital
- 67 Devon General Hospital
- 85 Sturgeon Community Hospital, St. Albert
- 90 Community (Fort Saskatchewan)
- 92 Westview Health Centre, Stony Plain
- 128 Redwater Health Centre
- 183 Alberta Hospital Edmonton
- 196 Community (Edmonton)
- 301 University of Alberta Hospital
- 302N Cross Cancer Institute, Edmonton
- 304 Community (Stony Plain)
- 349 Community (Westlock)
- 413 Edmonton Corrections

## **NORTH ZONE**

- 6 Valleyview Health Centre/Fox Creek Health Care Centre
- 10 William J. Cadzow Healthcare Centre, Lac La Biche
- 13 Manning Community Health Centre
- 16 Boyle Healthcare Centre
- 17 High Prairie Health Complex
- 24 St. Therese Healthcare Centre, St. Paul
- 26 Elk Point Healthcare Centre
- 30 Peace River Community Health Centre/Corrections
- 37 Queen Elizabeth II Hospital, Grande Prairie
- 41 Central Peace Health Complex, Spirit River
- 51 Beaverlodge Municipal Hospital
- 52 Grimshaw/Berwyn Community Health Complex
- 56 Edson Healthcare Centre/Community (Edson)
- 60 Slave Lake Healthcare Centre/Wabasca/Desmarais Healthcare Centre
- 63 Grande Cache Community Health Complex
- 64 Fairview Health Complex
- 73 Westlock Healthcare Centre
- 75 Seton Healthcare Centre, Jasper/Community (Jasper)
- 76 Cold Lake Healthcare Centre
- 77 George McDougall Healthcare Centre, Smoky Lake
- 84 Hinton Healthcare Centre/Community (Hinton)
- 96 Northern Lights Regional Health Centre, Ft. McMurray
- 114 Community (Bonnyville)
- 116 Sacred Heart Community Health Centre, McLennan

135	Athabasca Healthcare Centre
136	Barrhead Healthcare Centre
145	Mayerthorpe Healthcare Centre
149	Whitecourt Healthcare Centre
158	Swan Hills Healthcare Centre
162	St. Theresa General Hospital, Fort Vermilion/Northwest Health Centre, High Level/Community (Fort Vermilion/High Level)
187	Radway Continuing Care Centre
197	Community (Peace River)
207	Community (Grande Prairie)
229	Community (Fort McMurray)
309	Community (Lac La Biche)
315	Community (Slave Lake)
349	Community (Westlock)



## TOPICAL INDEX

**NOTE: THIS INDEX IS NOT INTENDED TO BE USED AS AN INTERPRETIVE  
GUIDE FOR THE COLLECTIVE AGREEMENT**

Ability to perform work – defined or meaning .....	15.01(a)
<i>(See also 14.07(a), 14.09, 15.03(b), 15.04(a)(i), 15.10(e), 44.05(c)(iii), and LOU #4 re: Transfer of Programs)</i>	
Accidental Death and Dismemberment (AD&D) .....	21.01(c)(ii)
Addendum <i>(See Local Conditions)</i>	
Additional shifts:	
other sites .....	14.14
part-time employee .....	30.01(a)
sick leave .....	30.01(f)
Adoption Leave (Parental Leave) .....	22.05
Alberta Health Care Insurance Plan .....	21.01(b)
Ambulance – Defined .....	2.01
Ambulance duty	
other entitlements based on time of return .....	41.03
roster .....	41.01
round trip pay .....	41.02
Anniversary date – not changed after promotion .....	14.08
and leaves of absence .....	22.01(e)
and supplementary vacation entitlement .....	17.02(d)
Arbitration defined .....	2.02
Arbitration process .....	32.11
decision .....	32.11(f)(h)
jurisdiction of arbitrator .....	32.11(g)(h)
expenses .....	32.11(i)
extension of time limits .....	32.11(j)
hearing .....	32.11(e)
nominee appointment .....	32.11(d)
referral to arbitration .....	32.08(d)(ii)
selection of Arbitration Board rather than sole arbitrator .....	32.11(d)
selection of arbitrator .....	32.11(b)(c)
At or out of position defined or explained .....	44.02
noted in vacancy posting .....	14.04(d)
seniority .....	12.02(a)(i)
shift selection .....	12.02(a)(ii)
Basic rate of pay .....	2.03
inclusive of educational allowance .....	2.03
inclusive of 2% Special Long Service Pay Adjustment .....	2.03
<i>(See also LOU #7 Re: Retention and Recruitment Initiatives)</i>	
Benefits <i>(See Article 21: Employee Benefits)</i>	
accidental death and dismemberment (AD&D) .....	21.01(c)(ii)
administration of plan .....	21.02(a)
Alberta Health Care Insurance Plan .....	21.01(b)
ARTA Benefit Plan <i>(Retiree Supplementary Health &amp; Dental)</i> .....	21.08

*Benefits, continued....*

commencement date.....	21.07
copy of plans to United Nurses of Alberta.....	21.05(a)
dental.....	21.01(d)
exempt employees.....	21.06
group life.....	21.01(c)(i)
information brochures.....	21.04
long-term disability (LTD) .....	21.01(c)(iv)
premium cost sharing .....	21.03
premium rate changes .....	21.05(b)
prescription drugs ( <i>medication</i> ) .....	21.01(a)(ii)
retiree ( <i>see ARTA Benefit Plan</i> ) .....	21.08
short-term disability (STD).....	21.01(c)(iii)
vision care .....	21.01(a)(i)
Benefit-Eligible Casual Position ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
Bereavement Leave.....	22.03
 Call Back	
compensation .....	9.04
as time off in lieu .....	9.06
consecutive hours of rest before next shift .....	9.07
pay during on-call period .....	9.04(a)
pay when not on-call but called back.....	9.04(b)
telephone consultation .....	9.08
travel expense reimbursement for call back.....	10.01
Camp Allowance.....	43.02
Caregiver Leaves .....	22.09
Casual Employee defined .....	2.04(b)
application of the collective agreement .....	30.03
benefit-eligible position BECE ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
called as a witness in matters arising from employment .....	30.03(g)
employee not scheduled .....	2.04(b)(i)
hours of work .....	30.03(a)
increment accrual .....	30.03(c)
named holidays .....	30.03(e)
overtime .....	30.03(a)(v)
relieves for absences .....	2.04(b)(iii)
relieves specific job for less than 3 months .....	2.04(b)(ii)
vacation.....	30.03(d)
Workers' Compensation .....	30.03(f)
Certified Graduate Nurse defined .....	2.06(a)
Citizenship Ceremony Leave.....	22.14
Classification	
management right to create new .....	4.01(c)
move to higher classification .....	14.06
move to lower classification .....	14.09
new .....	39.02
review.....	39.03

Collective agreement	
purpose .....	Preamble
force and effect .....	1.01, 1.02
notice to bargain .....	1.01
copies of agreement .....	31.01, 31.02
Committee participation – payment for and travel .....	40.01
Compassionate/Terminal Care Leave ( <i>See Caregiver Leaves</i> ) .....	22.09(a)
Compensation	
error .....	33.01
overpayment .....	33.02
informal discussions .....	33.04
overpayment recovery notice .....	33 (Att. A)
procedure for recovery .....	33.02
Continuous service within bargaining unit – meaning .....	12.01(b)
Court appearance leave .....	22.07
Critical Illness Leave ( <i>See Caregiver Leaves</i> ) .....	22.09(b)
Cycle of the Shift Schedule defined .....	2.13
 Date of employment .....	 17.01(c)
Day shift / day duty .....	7.02(f)(i)
during orientation .....	11.03
first shifts after transfer .....	14.07(f)
maintaining proficiency .....	7.02(e), 37.02
determining day duty on extended work days .....	37.02
Days of rest .....	7.02(b)
consecutive – ( <i>See LOU #10 re: Scheduling</i> )	
Decreasing Regular Hours of Work .....	14.15
rules for full-time .....	14.15(a)
rules for part-time .....	14.15(a)
Definitions .....	2
Dental benefits .....	21.01(d)
Designated Float Positions .....	44.06
Death or Disappearance of Child Leave .....	22.12
Discipline	
absence without reason– deemed terminated .....	23.08
disciplinary discussion .....	23.06
just cause .....	23.05, 23.09
reported to licensing/professional body .....	23.07
request to clear record .....	23.04
suspension/dismissal .....	23
immediate -for just cause .....	23.05
timelines exclude Saturday, Sunday and Named Holidays .....	23.11
union representation .....	23.06
unsatisfactory conduct .....	23.01
unsatisfactory performance .....	23.02
Displacement – ( <i>See Article 15 Layoff and Recall</i> )	
rights and limitations .....	15.04(a)
process for .....	15.04(b)

Dispute Resolution Process	
communication with Employer .....	32.02
formal dispute resolution grievance filing .....	32.08
joint dispute resolution advisory committee (DRAC) .....	32.10
mediation.....	32.09
meetings .....	32.04
union representation.....	32.04
problem-solving and information sharing.....	32.07
time periods for .....	32.03
formal dispute resolution grievance filing .....	32.08
Dispute Resolution Advisory Committee (DRAC) .....	32.10
Domestic Violence Leave .....	22.13
Dues	
deduction frequency .....	5.03
employee information must accompany dues list.....	5.01(b)
employer advised of changes in writing .....	5.02
deduction of .....	5.01(a)
remittance to Union.....	5.01(a)
UNA dues report template .....	5.01(b)
Educational leave .....	22.06
Educational Allowances	
baccalaureate degree – proof.....	26.01(c)
commencement of payment .....	26.04
direct relevance to nursing .....	26.01
direct relevance to position .....	26.02, 26.03(b)
interpretation of clinical courses .....	26.05
not cumulative.....	26.03(a)
hourly allowance for required certification.....	26.03(c)
basic rate of pay for relevant educational attainment .....	26.01(a)
red-circled .....	26.01(b)
Emergency .....	8.04(c)
reasonable use of mandatory overtime .....	8.04(b)
temporary transfer due to .....	44.05(e)
Employee .....	2.04
agreements in conflict with collective agreement prohibited .....	3.03
casual.....	2.04(b)
regular .....	2.04(a)
full-time.....	2.04(a)(i)
part-time .....	2.04(a)(ii)
temporary .....	2.04(c)
Employee Benefits – ( <i>See Benefits</i> ).....	21
Employer	
exclusive management rights .....	4.01
maintain order, discipline, efficiency .....	4.01(a)
responsible for staffing .....	7.02(f.1)
right to alter positions/classifications.....	4.01(c)
right to make/alter rules and regulations .....	4.01(b)
right to promote/demote for just cause .....	4.01(d)

Employment Insurance Premium Reduction	
for Employee benefit.....	42.01
past practice .....	42.02
Employment relationship, single .....	14.12
Evaluation	
annual.....	13.01(a)
confidentiality .....	13.04
process for.....	13.02
purpose.....	13.01(b)
Evening shift/evening duty .....	7.02(f)(i)
Extended weekend (79.75 hours off duty) .....	7.02(g)(v)
Extended Work Day	
agreement.....	37.01
casual employee	
as replacement.....	37.17
named holidays .....	37.16
floater holiday .....	37.08
named holidays .....	37.08
named holidays –7.75 hours pay.....	37.09
Option I (11.08 hours) Scheduling.....	37.02
Option II (9.75 hours) Scheduling .....	37.02
overtime .....	37.03
part-time employee	
additional hours.....	37.13
as replacement.....	37.17
named holidays .....	37.14
sick leave accrual .....	37.15
probationary period.....	37.04
sick leave	
accrual.....	37.10
limits on accrual .....	37.12
pay and deduction from sick leave credit .....	37.11
supplementary vacation .....	37.06
vacation entitlement .....	37.05
vacation pay on termination.....	37.07
Fair and Reasonable	
Employer exercises its rights .....	4.02
Union and Local exercises their rights.....	3.04
Family Leave ( <i>See Personal Leave; See Article 22 Leaves of Absence</i> )	
Flexible Part-time Position ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
Float positions (between sites).....	44.06
Full-time – decreasing regular hours .....	14.15(a)
Full-time Employee .....	2.04(a)(i)
regular hours of work.....	7.01
Graduate Nurse – Temporary Permit Holder.....	2.06(b)
Graduate Psychiatric Nurse.....	2.06(c)
Grievance Procedure ( <i>See Article 32 Dispute Resolution Process</i> )	
Gross Earnings defined	2.12

Group Life Insurance ( <i>See Life Insurance</i> )	
Harassment policy	34.07
Hazard assessments	34.08
Health Benefit Trust of Alberta (HBTA) Supplementary Health Benefits Plan	21.01
or equivalent ( <i>See LOU #17 re: Non-HBTA Benefit Plans</i> )	
Hours of work	7.01, 30.01(a)
daily maximum ( <i>inclusive of regular and overtime hours</i> )	8.03
Immunization	34.06
In Charge ( <i>See LOU #2 re: Charge Designation Review Committee</i> )	
administrative operation of site in absence of OOS management	16.04
designation of	16.02(a)
documented responsibilities	16.02(c)
more than one unit ( <i>See LOU #3 re: In-Charge Designation for More than One Unit</i> )	
no concurrent premiums	16.03
orientation	16.02(e)
pay	16.01
premium for temporary assignment	16.02(b)
RN/RPN in-charge required (as of date)	16.02(d)
Increasing regular hours of work	14.15
for part-time regular employees	14.15(b)
Increment date– ( <i>See anniversary date</i> )	
Increment accrual	
casual employee	30.03(c)
full-time employee ( <i>See Salary Appendix</i> )	
leaves of absence —effect on increment date	22.01(e)
multiple employment relationships (AHS) ( <i>See LOU #13 re: Employees with Multiple Employment Relationships</i> )	
part-time employee	30.01(c)
Independent Assessment Committee (IAC)	36.01 (n-t)
( <i>See Article 36 Professional Responsibility</i> )	
In-Service	
additional northern professional development leave ( <i>See Local Conditions North Zone</i> )	
compulsory	35.02(a)
non-compulsory	35.02(b)
temporary transfers	44.05(d)
yearly pension plan in-service	35.02(c)
yearly in-service on workplace violence	35.02(c)
Job description	39.01
Joint Committee ( <i>See LOU #6 re: Joint Committee</i> )	
Workforce enhancement task force shares information with Joint Committee	
( <i>See also LOU #7 re: Recruitment and Retention Initiatives</i> )	
Benchmark hours shared with Joint Committee	
( <i>See LOU #12 re: No Reduction of Nursing Hours</i> )	
Layoff	
benefits during	15.08
displacement rights	15.04
time off for job interviews after layoff notice received	15.11

*Layoff, continued...*

notice.....	15.02
order of.....	15.03
position elimination, displacement .....	15.04
Layoff and recall	
application of collective agreement .....	15.09
no hiring of new employees while other employees on layoff .....	15.06
posting of vacancies prior to recall .....	15.10
recall rights and limits.....	15.05
right to accept recall to another employer or UNA bargaining unit .....	15.07
seniority.....	12.02, 12.03(c)
Leaves of Absence ( <i>General</i> )	
application for .....	22.01(a)
benefit prepayment.....	22.01(b)
casual shifts during .....	22.01(e)
general policies .....	22.01
reinstatement after.....	22.01(f)
Leaves of Absence ( <i>Specific</i> )	
adoption.....	22.05
bereavement leave.....	22.03
caregiver leaves ( <i>Compassionate/Terminal leave &amp; Critical illness leave</i> ) .....	22.09
citizenship ceremony leave.....	22.14
court appearance leave .....	22.07
death or disappearance of a child leave .....	22.12
domestic violence leave .....	22.13
education leave.....	22.06
general leave .....	22.02
maternity leave.....	22.04
payment of benefit premiums .....	22.04(c)(e)
payment during health-related portion .....	22.04(b)
vacation, increment accrual.....	22.04(d)
written notice .....	22.01(f)
military leave .....	22.10
paternity leave ( <i>see adoption/parental leave</i> ).....	22.05
personal leave /family leave.....	22.08
public affairs leave.....	22.11
UNA Executive Board .....	5.07(b)
UNA Negotiating Committee .....	5.07(b)
union business.....	5.06(a)
Letter of hire or change – contents ( <i>See also LOU #21 re: Maximum Length of Shift Cycles</i> ) .....	14.10
Letters of Understanding ( <i>Commencing on Page 116</i> )	
#1 Re: Unit	
#2 Re: Charge Designation Review Committee	
#3 Re: In-Charge Designation for More Than One (1) Unit	
#4 Re: Transfer of Programs	
#5 Re: Deferred Salary Plan	
#6 Re: Joint Committee	
#7 Re: Retention & Recruitment Initiatives	

*Letters of Understanding, continued...*

#8 Re: Combined Positions	
#9 Re: Merger or Division of Units	
#10 Re: Scheduling	
#11 Re: Lump Sum Payment	
#12 Re: No Reduction of Nursing Hours	
#13 Re: Employees with Multiple Employment Relationships (Alberta Health Services)	
#14 Re: Severance	
#15 Re: Duty to Accommodate	
#16 Re: Grandfathering of Employees at Certain Sites for Employees at AHS Sites with 100% Health and/or Dental Reimbursement Coverage	
#17 Re: Non-HBTA Benefit Plans	
#18 Re: Prepaid Benefits	
#19 Re: Professional Responsibility	
#20 Re: Job Security	
#21 Re: Maximum Length of Shift Cycles	
#22 Re: Extended Work Day Option (4 on/4 Off) and Hours of Work Working Group	
Life Insurance ( <i>See Benefits</i> ) .....	21.01(c)(i)
Local Conditions ( <i>See red insert listing Local Conditions</i> )	
Local Authorities Pension Plan (LAPP) .....	29.01
Long Service Pay Adjustment ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
included in Salary Appendix basic rate of pay .....	2.03
Long-Term Disability (LTD) ( <i>See Article 21: Employee Benefits</i> ) .....	21.01(c)(iv)
accrual of vacation pay for first 6 months .....	17.05(c)
return to work.....	19.07(a)
Lump sum payment ( <i>See LOU #11 re: Lump Sum Payment</i> )	
Maternity Leave .....	22.04
Meal period .....	7.01(b)(iv)
readily available for duty during – must be advised and paid .....	7.01(c)
recall during meal or rest period – rate of pay .....	7.01(d)(ii-iii)
Military leave ( <i>See also Article 22 Leaves of Absence</i> ).....	22.10
Mobility ( <i>See also LOU #4 re: Transfer of Programs</i> )	
at or out of position .....	44.02
designated float position – between sites.....	44.06
designated sites .....	44.01
multi-site position .....	44.03
permanent service relocation .....	44.04
relocation committee.....	44.08
temporary transfers .....	44.05
volunteers for temporary positions .....	44.07
Multi-site position ( <i>See also Mobility</i> ) .....	44.03
not equivalent to service relocation .....	2.16
Named Holidays	
alternate days off for full-time employees .....	18.03, 18.04
leaves of absence.....	22.01(d)



*Named Holidays, continued...*

list of .....	18.01
payment to work on .....	9.03, 18.03
on regularly scheduled day of rest .....	18.04
requirements to qualify for.....	18.02
scheduling related to .....	9.02(b) 18.06
‘super stats’ .....	18.03(b)
annual vacation, named holiday during .....	18.05
NEPAB ( <i>Nursing Education Program Approval Board</i> ) .....	25.02(b)(i)
Baccalaureate Degree educational allowance.....	26.01(c)
Night shift/night duty.....	7.02(f)(i)
No discrimination.....	6.01
No involuntary reduction in hours ( <i>See LOU #20 re: Job Security</i> )	
Nurse	
Certified Graduate.....	2.06(a)
Graduate Nurse .....	2.06(b)
Graduate Psychiatric .....	2.06(c)
Registered .....	2.07
Registered Psychiatric.....	2.08
Undergraduate.....	2.06(d)
Nursing journals	
available at each site .....	35.04
Occupational Health and Safety ( <i>See also LOU #1 re: Unit</i> )	
committee.....	34.02
employee immunization/titre .....	34.06
harassment policy.....	34.07
hazard assessments.....	34.08
consultation required re new shift start or end time between 2400 and 0600hr .....	34.09
safe and healthy workplace .....	34.01
safety inspections by Committee .....	34.03
working alone.....	34.04
yearly in-service on workplace violence.....	35.02(c)
On-call ( <i>See also Call-Back</i> )	
changes to on-call period .....	9.02(a)(ii)
duty .....	9.01
limits on assignment .....	9.02(d)
regulations.....	9.02(a)(i)
off duty days .....	9.03(c)
pager provided .....	9.05
posted 12 weeks in advance.....	9.02(a)(i)
premium for .....	9.03
roster .....	9.02(e)
telephone consultation .....	9.08
unscheduled weekends/stats.....	9.02(b)
Orientation .....	11.03
after six-month absence .....	11.04
considered part of professional development .....	35.01

*Orientation, continued...*

in-charge designation for more than one unit (See LOU#3 In-Charge Designation for More than One Unit)	
in designated float positions .....	44.06(g)
emergency basis assignments (See Local Conditions)	
prior to in charge assignment .....	16.02(e)
temporary transfers to another site for .....	44.05(b)(d)
Out of scope – management .....	14.11
seniority after out of scope service .....	12.05
Overtime .....	8.01(a)
authorization .....	8.01(b)
time off in lieu of .....	8.01(c)
access to meal and snacks .....	8.06
deemed to be working overtime when called back on-call .....	9.04(a)
deemed to be working overtime when called back and not on-call .....	9.04(b)
forms .....	8.01(d)
mandatory .....	8.04
employer endeavors to minimize .....	8.04(a)
maximum daily hours (inclusive of regular and overtime hours) .....	8.03
notice of accumulation .....	35.05(b)
on Named Holiday .....	18.03(d)
rate of pay .....	8.02
rest between shifts .....	8.07
rest periods and meal breaks during .....	8.05
telephone consultation .....	9.08
Parental leave .....	22.05
Parking – on-site	
for employees required to have vehicle .....	10.06
(See also Local Conditions)	
Part-time Employee - defined .....	2.04(a)(ii)
additional hours .....	14.15(b), 30.01(a)(iv)
flexible part-time position - purpose (See LOU #7 re: Recruitment and Retention Initiatives)	
hours of work .....	30.01(a)
increment accrual .....	30.01(c)
named holidays .....	30.01(e)
seasonal part-time position (See LOU #7 re: Recruitment and Retention Initiatives)	
shift schedules .....	30.01(b)
Option I and II .....	30.01(b)(ii)
sick leave .....	30.01(f)
vacation with pay .....	30.01(d)
Pension plan	
annual in-service to explain pension plan .....	35.02(c)
LAPP or alternate plan .....	29.01
pension contribution based on minimum shifts in cycle .....	29.01
part-time employee enrollment .....	29.02
information at hiring .....	29.04
recognition of first year of employment as pensionable service .....	29.03

*Pension plan, continued...*

RRSP supplemental pension plan .....	29.05
TFSA supplemental pension plan .....	29.05
Permanent service relocation .....	44.04
Personal Leave .....	22.08, 22.13(b)
Personnel file	
viewing of .....	13.03
clearing personnel file of disciplinary action .....	23.04(a)(b)
Plural/singular .....	2.11
Position elimination	
displacement rights after position elimination .....	15.04
meeting prior to .....	15.01(b)
red circling .....	15.04(d)
Positions	
at or out of .....	44.02
combined ( <i>See LOU #8 re: Combined Positions</i> )	
designated float positions .....	44.06
multi-site positions .....	44.03
Posting of vacancies .....	14.01(a)
closing date for .....	14.01(e)
contents of .....	14.01(d)
temporary assignment volunteers .....	44.07(b)
Preceptor pay .....	16.06
Premiums ( <i>for health premium costs see Benefits</i> )	
administrative operation of site in absence of OOS management .....	16.04
evening .....	28.01(a)
in charge .....	16.02(b)
night .....	28.01(b)
not part of basic rate of pay .....	2.01, 28.03
on-call .....	9.03
overtime rates .....	8.01, 8.02
reporting pay exclusive of shift differential and weekend premium payments .....	7.06(a)
responsibility allowance .....	16.01
weekend .....	28.02
temporary assignment .....	16.05
Pre-Retirement FTE Reduction ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
Prepaid Health Benefits ( <i>See Benefits</i> ) .....	21.0
Prescription drug coverage .....	21.01(a)(ii)
( <i>See also LOU #16 re: Grandfathering of Employees at Certain Sites</i> )	
( <i>See Local Conditions</i> )	
Previous experience	
adjustment of starting salary .....	27.01
applied toward next increment .....	27.02
Probationary period	
duration .....	11.01(a)
evaluation during .....	11.01(a)(b)
orientation during .....	11.03
termination during .....	11.02
Professional development .....	35.01
annual days .....	35.03

in-service education .....	35.02
travel for staff development activities.....	35.05
additional Northern Professional Development Leave ( <i>See Local Conditions North Zone</i> )	
Professional fees .....	35.06
Professional Responsibility Committee (PRC)	
basic rate of pay for attendance .....	36.02
improving effectiveness ( <i>See LOU #19 re: Professional Responsibility</i> )	
Independent Assessment Committee (IAC).....	36.01(n-t)
composition.....	36.01(o-p)
process.....	36.01(q-r)
outcomes .....	36.01(t)
structure and function .....	36.01
Promotions and Transfers	
determining factors .....	14.04
in recall.....	15.10
( <i>See also: Article 12.02(c); See Local Conditions</i> )	
Public Affairs Leave .....	22.11
( <i>See also Article 22 Leaves of Absence</i> )	
Recall ( <i>See Article 15 Layoff and Recall</i> ) .....	15.0
Recruitment and Retention ( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
Registered Nurse defined.....	2.07
Registered Psychiatric Nurse - defined.....	2.08
Regular Employee – defined.....	2.04(a)
Regular hours “actually worked”	
for purpose of Professional fee reimbursement .....	35.06(b)
Regular hours of work .....	7.0
( <i>See also Amendments to Article 7 in Articles 30 &amp; 37</i> )	
Daylight Saving Time .....	7.01(f)
full-time instructors, Clinical Nurse Specialists & Nurse Clinicians – flexibility.....	7.01(e)
hours per day.....	7.01(a)(i)
hours per week .....	7.01(a)(ii)
meal period.....	7.01(b)(iv)
readily available for .....	7.01(c)
rest periods	
one period.....	7.01(b)(ii)
during half shift of not less than 4 hours (partial shift).....	7.01(b)(iii)
recall from – rate of pay .....	7.01(d)(i)
two periods.....	7.01(b)(i)
Relocation committee – defined.....	2.17
constitution of .....	44.08
role in creation of a new multi-site position .....	44.03
role in permanent serve relocation.....	44.04

Reporting pay .....	7.06
for casuals .....	30.03(a)(iv)
Resignation – notice.....	23.10
vacation pay on termination by employee .....	17.04(b)(c)
Resolution meeting	
dispute resolution process .....	32.08(c)(d)
regarding OH&S issue .....	34.02(f)
regarding PR issue .....	36.01(m)
Responsibility allowance .....	16.01
cannot be concurrent with in-charge premium.....	16.03
Rest periods	
one period.....	7.01(b)(ii)
during half shift of not less than 4 hours (partial shift).....	7.01(b)(iii)
recall from – rate of pay .....	7.01(d)(i)
two periods.....	7.01(b)(i)
Retention Allowance	
(See LOU #7 re: Recruitment and Retention Initiatives – Long Service Pay Adjustment)	
(See Local Conditions- Northern Incentive Program)	
Retirement Preparation Program (See LOU #7 re: Recruitment and Retention Initiatives)	
Retroactive compensation .....	1.03
Return to work	
after death or disappearance of a child leave .....	22.13(d)(iii)
after LTD .....	19.07(a)
after unpaid sick leave .....	19.07(b)
after WCB .....	20.02
recall after layoff.....	15.05
RRSP.....	29.05
annual reminders to enroll .....	29.06
Salaries .....	25.01
(See Salary Appendix)	
(See also LOU #5 re: Deferred Salary Plan)	
adjustment with previous experience .....	27.01
application of Salary Appendix .....	25.01
basic rate of pay .....	2.03
direct deposit.....	25.03
move to higher classification .....	14.06
move to lower classification .....	14.09
pay stubs - confidentiality .....	25.04
.....information included on .....	25.05
temporary permit holders .....	25.02
.....pay retroactive to registration exam/ or first date of employment.....	25.02(a)(b)
Schedule changes	
days of work without 14 days notice – penalty.....	7.04(a)(ii)
days off without 14 days notice – penalty.....	7.04(a)(i)
by mutual agreement.....	7.04(c)
notification and recording on shift schedule.....	7.04(b)
Seasonal Part-time Position	
(See LOU #7 re: Recruitment and Retention Initiatives)	

Seniority	
continuous service.....	12.01(b)
forfeit of .....	12.03
in layoff and recall .....	12.02(c)
in promotion and transfer.....	12.02(b)
in selection of shift schedules .....	12.02(a)
service with different employer .....	12.06
in vacation time approval.....	12.02(d)
Seniority date .....	12.01(a)
adjustment for out of scope service .....	12.05
Seniority Lists .....	12.04
contents of.....	12.04(b)
correction of.....	12.04(c)
tie-breaking .....	12.04(e)
Service - defined .....	2.14
Service Relocation .....	2.16, 44.04
<i>(See also LOU #4 re: Transfer of Programs)</i>	
Severance <i>(See LOU #14 re: Severance)</i>	
Shift – defined.....	2.09
Shift Differential	
evening.....	28.01(a)
night .....	28.01(b)
Shift exchange.....	7.05
Shift patterns .....	7.02(d)
Shift schedules <i>(See also: Art. 30 &amp; 37; See LOU #10 re: Scheduling; See Local Conditions)</i>	
24 hour operation .....	7.02(a)
available shift patterns .....	7.02(d)
minimizing different patterns.....	7.02(d)
day shift – defined.....	7.02(f)(i)
deemed to work day shift during vacation or named holiday .....	7.02(f)(ii)
2/5 shifts are day shifts .....	7.02(f)
circumstances where less than 2/5 shifts are day shifts .....	7.02(f.1)
scheduled days of rest are not considered day shifts .....	7.02(f)(iii)
shift schedule with 50% day duty continues if predates current agreement .....	7.02(f.2)
application for posted position with permanent evenings, nights, or nights and evenings	
constitutes request for shift schedule .....	7.02(d)
available shift patterns .....	7.02(d)
minimizing different patterns.....	7.02(d)
copies on request.....	7.03(c)
first shift of working day .....	7.02(a)
days of rest – 9 in 12 weekends .....	7.02(g.1)
evening shift – defined.....	7.02(f)(i)
employee request for permanent evenings/nights .....	7.02(e)
employee reverting to previous schedule.....	7.02(e.1)
employee preference considered.....	7.02(c)(e)
hours between night shift to day shift change.....	7.02(d)
length of shift cycle <i>(See LOU #21 Maximum Length of Shift Cycles)</i>	
permanent evening/night employees can be scheduled for limited number of day shifts	
to maintain proficiency .....	7.02(e)

*Shift schedules, continued....*

non-compliant schedules due to former multi-site positions (See LOU #13 re: Employees with Multiple Employment Relationships (AHS))	
length of shift cycle (See LOU #21 Maximum Length of Shift Cycles)	
multi-site positions .....	44.03(j)
night shift/night duty – defined .....	7.02(f)(i)
Option I .....	7.02(h)
consecutive days of rest .....	(g)(ii) - I
consecutive days of work .....	(g)(iv) - I
days of rest on weekends .....	(g)(iii) - I
hours off duty .....	(g)(i) - I
Option II .....	7.02(h)
consecutive days of rest .....	(g)(ii) - II
consecutive days of work .....	(g)(iv) - II
days of rest on weekends .....	(g)(iii) - II
hours off duty .....	(g)(i) - II
pension contribution – eligibility .....	29.01
schedule changes .....	7.04
schedule posting	
12 weeks in advance .....	7.03(a)
less than 12 weeks .....	7.03(b)
scheduling requirements .....	7.02(g)
consecutive days of rest .....	7.02(g)(ii)
consecutive days of work .....	7.02(g)(iv)
days of rest on weekends .....	7.02(g)(iii)
emergency .....	7.02(g)
extended weekend .....	7.02(g)(v)
hours off duty .....	7.02(g)(i)
mutual agreement .....	7.02(g)
weekends – limits of .....	7.02(g)(iii)
shift exchange posted on schedule .....	7.05
weekend worker (See LOU #7 re: Retention & Recruitment Initiatives)	
Short-term Disability (STD) (See Article 21: Employee Benefits) .....	21.01(c)(iii)
and maternity leave .....	22.04
Sick Leave	
accrual rate, maximum .....	19.02
accrual, not during illness/injury .....	19.09
during vacation .....	19.06
leave to attend appointments .....	19.11
limits on accrual .....	19.05
LTD – returning to work .....	19.07(a)
outline of .....	19.01
payment during .....	19.03
portability .....	19.10
reporting of accrued credits .....	19.08
satisfactory proof for .....	19.04
accrual of vacation during .....	17.05(a)
without pay (See also Article 20 Workers' Compensation) .....	19.07(b)

Singular/plural.....	2.11
Site - defined .....	2.18
letter of hire for new hires or transfers includes site.....	14.10
multi-site .....	44.03
after trial period .....	14.07(c)
vacancies ( <i>notice to include site information</i> ) .....	14.01
Shift cycle ( <i>See Shift Schedules</i> ) .....	
Special Leave ( <i>See Personal Leave</i> ) .....	22.08
Strike or Lockout .....	1.02, 24.01
Subsistence .....	
accommodation .....	43.01(c)
meal amounts .....	43.01(a)
per diem .....	43.01(b)
reimbursement for staff development .....	35.05, 35.03
requirements for .....	43.01
travel costs .....	43.01(d)
“Super Stats” double pay on Christmas Day or August Civil Holiday .....	18.03(b)
( <i>See also Amendments to Article 18.03 in Art. 30.01, 37.14</i> ) .....	
Supplementary vacation.....	17.02(d)
( <i>See also Amendments to Article 17.02 in Art. 30.01, 37.06</i> ) .....	
Technological change – notification.....	38.01
Telephone consultation .....	9.08
Temporary assignment.....	16.0
payment for .....	16.05
volunteer for at other sites.....	44.07
( <i>See also LOU#7 re: Retention &amp; Recruitment Initiatives</i> ) .....	
Temporary Employee – defined.....	2.04 (c)
extension of term.....	14.02(e)
rights of regular employee .....	14.02(b)(c)(d)
vacancy due to temporary position outside of bargaining unit.....	14.11
no layoff/recall rights .....	30.02(a)
no right to grieve placement or termination.....	30.02(c)
right to release.....	30.02(b)
term .....	2.04(c)(i)
illness/injury replacement .....	2.04(c)(iii)
LOA replacement.....	2.04(c)(ii)
Temporary transfers .....	44.05
education and skills maintenance.....	44.05(d)
emergency circumstances .....	44.05(e)
relocation due to renovations or facility or equipment maintenance or failure .....	44.05(c)
Terminal Care Leave.....	22.09(a)(c), 35.06(b)
( <i>See also LOU#11 re: Lump Sum Payment</i> ) .....	
Transfer of a Program – defined .....	2.15
Transportation .....	
on-site parking .....	10.06
private vehicle, reimbursement formula .....	10.04
private vehicle, use of .....	10.03
reimbursement maximum .....	10.04



*Transportation, continued*

required vehicle allowance	
casual.....	10.05(c)
full-time.....	10.05(a)
part-time.....	10.05(b)
periods of leave.....	10.05(d)
travel expenses.....	10.01, 10.02
travel time.....	10.07
<i>(See also Local Conditions)</i>	
Trial period.....	14.07
reinstatement after.....	14.07(c-e)
UNA Executive Board – leave for.....	5.07(b)
UNA Negotiating Committee – leave for.....	5.07(b)
Undergraduate Nurse – defined.....	2.06(d)
Union.....	2.10
as exclusive bargaining agent.....	3.01, 3.02
bulletin boards.....	5.04
orientation – Employer obligations.....	11.03, 11.04, 44.05(b)(c)(d), 44.06 (g)
union presentation to new Employees.....	5.05(a)(b)
Union Leave.....	5.07(c)
Union recognition.....	3.01
Union representation	
disciplinary discussion.....	23.06
meetings.....	32.04(a)
Union representatives – recognition of.....	3.01
Unit <i>(See also LOU #1 re: Unit; LOU #9 re: Merger or Division of Units)</i>	
inclusion on notice of vacancy.....	14.01(d)
Vacancies	
additional shifts.....	14.14
application in writing.....	14.03
closing date.....	14.01(e)
contents of posting.....	14.01(d)
decreasing or increasing full-time equivalency.....	14.15
filling before expiry.....	14.01(b)
posting of vacancy.....	14.01(a)
posting of successful applicant.....	14.05
prohibited from adding positions (employees).....	14.13
rights of regular employee at end of temporary term.....	14.02(b)(c)(d)
salary on promotion.....	14.06
selection factors.....	14.04
single competition.....	14.01(c)
single employment relationship.....	14.12
temporary vacancies.....	14.02
transfer to lower rated position.....	14.09
trial period.....	14.07
Vacancy management <i>(See LOU #20 re: Job Security)</i>	

Vacation – defined .....	17.01(a)
accrual during illness/injury .....	17.05
cancellation and penalty .....	17.03(g)
casual employee .....	30.03(d)
entitlement	
.....head nurse/instructor .....	17.02(b)
.....less than year of service .....	17.02(c)
.....staff/head nurse .....	17.02(a)
part-time employee .....	30.01(d)
payout during employment .....	17.03(f)
payout at termination .....	17.04
planner.....	17.03(b)
seniority.....	12.02(d)
supplementary .....	17.02(d)
time of.....	17.03
vacation year- defined.....	17.01(b)
Vehicle ( <i>See Transportation</i> )	
Vision benefits .....	21.01(a)(i)
Voluntary recognition .....	3.02
Wages ( <i>See Salary Appendix</i> )	
Weekend .....	7.02(g)
Weekend Worker ( <i>See Local Conditions</i> )	
( <i>See LOU #7 re: Recruitment and Retention Initiatives</i> )	
Weekend Premium.....	28.02
( <i>See also Article 7.06</i> )	
( <i>See also LOU #7 re: Recruitment and Retention Initiatives, Section V</i> )	
Workers' Compensation	
return to work.....	20.02-20.04
top up .....	20.01
Workforce Enhancement Task Force	
( <i>See LOU #7 re: Recruitment and Retention Initiatives, Section VI</i> )	
Working alone.....	34.04
( <i>See also LOU #1 re: Unit</i> )	

## SALARY APPENDIX

### Registered Nurse

#### Registered Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2017	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA Rate	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34
April 1, 2018	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA Rate	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34
April 1, 2019	Wage Re-opener								
2% LSPA Rate	Wage Re-opener								

### 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, 2017	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
2% LSPA Rate	\$34.39	\$35.46	\$36.20	\$36.86	\$37.44	\$38.23	\$39.44	\$40.59	\$42.01
April 1, 2018	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
2% LSPA Rate	\$34.39	\$35.46	\$36.20	\$36.86	\$37.44	\$38.23	\$39.44	\$40.59	\$42.01
April 1, 2019	Wage Re-opener								
2% LSPA Rate	Wage Re-opener								

### 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, 2017	\$38.09	\$39.74	\$41.35	\$42.91	44.43	\$46.08	\$47.55	\$48.96	\$50.67
2% LSPA Rate	\$38.85	\$40.53	\$42.18	\$43.77	\$45.32	\$47.00	\$48.50	\$49.94	\$51.68
April 1, 2018	\$38.09	\$39.74	\$41.35	\$42.91	44.43	\$46.08	\$47.55	\$48.96	\$50.67
2% LSPA Rate	\$38.85	\$40.53	\$42.18	\$43.77	\$45.32	\$47.00	\$48.50	\$49.94	\$51.68
April 1, 2019	Wage Re-opener								
2% LSPA Rate	Wage Re-opener								

### Head Nurse and Instructor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2017	\$40.34	\$42.07	\$43.86	\$45.62	\$47.43	\$49.26	\$50.77	\$52.27	\$54.11
2% LSPA Rate	\$41.15	\$42.91	\$44.74	\$46.53	\$48.38	\$50.25	\$51.79	\$53.32	\$55.19
April 1, 2018	\$40.34	\$42.07	\$43.86	\$45.62	\$47.43	\$49.26	\$50.77	\$52.27	\$54.11
2% LSPA Rate	\$41.15	\$42.91	\$44.74	\$46.53	\$48.38	\$50.25	\$51.79	\$53.32	\$55.19
April 1, 2019	Wage Re-opener								
2% LSPA Rate	Wage Re-opener								

**Clinical Nurse Specialist**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
April 1, 2017	\$42.33	\$44.18	\$46.07	\$47.91	\$49.79	\$51.71	\$53.31	\$54.87	\$56.80
2% LSPA Rate	\$43.18	\$45.06	\$46.99	\$48.87	\$50.79	\$52.74	\$54.38	\$55.97	\$57.94
April 1, 2018	\$42.33	\$44.18	\$46.07	\$47.91	\$49.79	\$51.71	\$53.31	\$54.87	\$56.80
2% LSPA Rate	\$43.18	\$45.06	\$46.99	\$48.87	\$50.79	\$52.74	\$54.38	\$55.97	\$57.94
April 1, 2019	Wage Re-opener								
2% LSPA Rate	Wage Re-opener								

**Undergraduate Nurse**

	<b>Step 1</b>
April 1, 2017	\$27.68
April 1, 2018	\$27.68
April 1, 2019	Wage Re-opener

**WAGE RE-OPENER**

**Year 3 - The Parties shall commence negotiations to reach agreement on the wages payable in Year 3 (April 1, 2019 to March 31, 2020) of the Collective Agreement on February 15, 2019.**

**The Parties agree that the only item open for negotiations shall be the wages in the Salary Appendix of the Collective Agreement. This re-opener shall not be construed in any way as "opening the agreement" for negotiations on any other issues by either side.**

**If the Parties have not been able to agree upon the wage adjustment, at any time after March 31, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the parties from among the following arbitrators: David Phillip Jones, Andrew C. L. Sims, or W. D. McFetridge.**

**If the parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators named above.**

**The arbitration hearing shall be held by no later June 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the Alberta Labour Relations Code.**