

**2020 Negotiations - UNA Current Proposals
Document Amended 09-Jun-21**

Article	Current Date / Language (* denotes change/addition - from in-going)
Article 1: Term of Agreement	<p>UNA In-Going (14-Jan-20)</p> <p>1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2020, 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, 2022, 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.</p> <p>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.</p> <p>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.</p>
Article 2: Definitions	<p>UNA In-Going (14-Jan-20)</p> <p>2.01 “Ambulance” shall include any vehicle or conveyance used for Ambulance duty.</p> <p>2.02 “Arbitration” shall take meaning from the section of the <i>Labour Relations Code R.S.A. 2000, c. L-1 and Regulations</i>, dealing with the resolution of a difference.</p> <p>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.</p> <p>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.</p> <p>(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;</p> <p>(i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling</p>

	<p>Provisions;</p> <ul style="list-style-type: none"> (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. <p>(b) “Casual Employee” is one who:</p> <ul style="list-style-type: none"> (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. <p>(c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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 <i>Health Professions Act</i>, R.S.A. 2000, c. H-7 and Regulations.</p> <p>(b) “Graduate Nurse – Temporary Provisional Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the <i>Health Professions Act and Regulations</i>.</p> <p>(c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration permit pursuant to the <i>Health Professions Act and Regulations</i>.</p> <p>(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 -</p>
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	<p>Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.</p> <p>2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the <i>Health Professions Act and Regulations</i>, and who holds an annual certificate.</p> <p>2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered psychiatric nurse pursuant to the <i>Health Professions Act and Regulations</i>, and who holds an annual certificate.</p> <p>2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.</p> <p>2.10 (a) “Union” shall mean the United Nurses of Alberta. (b) “Local” shall mean the local branch of the Union.</p> <p>2.11 The singular shall mean the plural and vice versa as applicable.</p> <p>2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.</p> <p>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.</p> <p>2.14 “Service” means a service or program.</p> <p>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.</p> <p>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.</p> <p>2.17 “The Relocation Committee” means the committee created under Article 44.</p> <p>2.18 “Site” means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.</p> <p>2.19 “FTE” means full-time equivalent.</p>
Article 3: Recognition	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 4:	Current Agreement – Sign Off Sheet (15-Jan-20)

Management Rights	
Article 5: Union Business	<p data-bbox="358 260 683 296">UNA In-Going (14-Jan-20)</p> <p data-bbox="358 327 1430 495">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.</p> <p data-bbox="451 527 1430 695">(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.</p> <p data-bbox="451 726 1430 795">NOTE - Union proposes that the Employer specify if the position held is "at", "at or out of", "multi-site" "designated float", or "combined position."</p> <p data-bbox="358 827 1430 896">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.</p> <p data-bbox="358 928 1430 997">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.</p> <p data-bbox="358 1029 1430 1325">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.</p> <p data-bbox="451 1356 1430 1493">(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.</p> <p data-bbox="358 1524 1430 1791">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.</p> <p data-bbox="451 1822 1430 1875">(b) The Local shall provide at least 14 working days' notice to the Employer of the date, time and place for each presentation.</p>

	<p>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.</p> <p>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.</p> <p>(b) For members of the United Nurses of Alberta Negotiating Committee, Joint 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.</p> <p>(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.</p>
<p>Article 6: No Discriminat ion</p>	<p>Current Agreement – Sign Off Sheet (15-Jan-20)</p>
<p>Article 7: Hours of Work and Scheduling</p>	<p>UNA Proposal (20-Feb-20)</p> <p>(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)</p> <p>7.01 Regular Hours of Work</p> <p>(a) Regular hours of work for Full-time Employees, exclusive of meal periods are:</p> <p>(i) 7.75 consecutive hours per day; and</p> <p>(ii) 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.</p> <p>(b) Regular hours of work shall:</p> <p>(i) include, as scheduled by the Employer, two (2) rest periods of 15</p>

	<p>minutes during each full working Shift of 7.75 hours; or</p> <ul style="list-style-type: none"> (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. <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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, **including Christmas and New Year’s scheduling adjustments.**
- (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~~ **28** 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~~ **28** days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first ~~Shift~~ **3 Shifts** of the changed schedule.
- (b) Employees shall be **directly** notified of such changes in their schedule and such changes shall be **confirmed by the Employee and** recorded on the Shift schedule. **For all Employees using the electronic scheduling (for additional shifts) the following shall apply:**
 - (i) **If additional applications are needed, the Employer shall reimburse for the cost of such applications.**

(ii) **confirmation will be provided to all Employees who indicated a willingness to pick up the additional shift.**

(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 **28** 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

	<p>employment and the Employee's home.</p> <p>(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.</p> <p>(c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.</p> <p>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.</p>
<p>Article 8: Overtime</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.</p> <p>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.</p> <p>8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.</p> <p>(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</p>

	<p>Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.</p> <p>(c) An emergency is a circumstance that calls for immediate action.</p> <p>(d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.</p> <p>(e) The Employer shall advise the Local whenever mandatory overtime is utilized. In addition, the Employer will report to the Local on a monthly basis the total amount of overtime worked per unit, program, or office.</p> <p>8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).</p> <p>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.</p> <p>8.07 (a) Where Employees works overtime immediately following their Shift and there is not a minimum of eight (8) 10 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) 10 consecutive hours of rest before commencing their next Shift, unless otherwise requested by the Employee without loss of earnings.</p> <p>(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.</p> <p>(c) If the Employee is unable to take the 10 consecutive hours of rest off duty, the Employee shall be paid at 2X the basic rate of pay for the missed time.</p> <p>8.08 There shall be no cancellation of overtime with less than 2 hours notice.</p>
<p>Article 9: On- Call/Call- Back</p>	<p>UNA Proposal (12-Mar-20)</p> <p>9.01 On-Call</p> <p>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.</p> <p>9.02 On-Call Regulations</p> <p>(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</p>

	<p>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.</p> <ul style="list-style-type: none"> (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. <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>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.</p> <p>9.04 Call Back</p> <ul style="list-style-type: none"> (a) For each occasion that an Employee is called back to duty during the
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	<p>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.</p> <p>(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.</p> <p>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.</p> <p>9.06 Call-back compensation may be taken in pay or in time off in accordance with the provisions of Article 8.01.</p> <p>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.</p> <p>* (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 contact the Employee's supervisor in as far in advance of the next shift as practicable. The supervisor shall advise the Employee of their right to have 10 8 consecutive hours of rest before commencing their next Shift, without loss of earnings. Should the Employee wish to exercise that right, the Employee shall advise the supervisor. As soon as reasonably practicable, the Supervisor shall advise the Employee if the request can be approved.</p> <p>* (c) If the Employee's request cannot be approved, the Employee shall be paid at 2X the basic rate of pay for the difference between 10 8 hours of rest and the actual rest time provided.</p> <p>9.08 Telephone Consultation</p> <p>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</p>
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	<p>period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.</p>										
<p>Article 10: Transportation</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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:</p> <table style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Cost of Business Use Insurance Coverage (Basic Age Group - Good Driving Record)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">LESS</td> </tr> <tr> <td style="padding-right: 20px;">Cost of Personal Use Insurance Coverage (Basic Age Group - Good Driving Record)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">EQUALS</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">Reimbursement to a maximum \$500 or in accordance with Employer Policy, whichever is greater, upon submission of receipts for annual insurance policy.</td> </tr> </table> <p>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 whether or not the Employee was required to use the vehicle.</p> <p style="padding-left: 40px;">(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</p>	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.	
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.											

	<p>FTE of the hours worked in the preceding quarter.</p> <p>(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.</p> <p>(d) Allowances under this section will not be paid on account of periods of approved leave after the first 30 days of that leave.</p> <p>(e) An expense claim shall be submitted within 6 months of the incurred expense.</p> <p>(f) Employees who are required to have an automobile for work and are required to have safety inspections completed, the cost of the inspection will be paid by the Employer.</p> <p>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.</p> <p>10.07 (a) Time spent traveling between sites during the workday is work time.</p> <p>(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.</p> <p>(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 kilometrage 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.</p>
<p>Article 11: Probationary Period And Orientation</p>	<p>UNA Counter (15-Jan-20)</p> <p>*11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked, exclusive of orientation and any theoretical/practicum component required by the Employer. 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.</p>

	<p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>Article 12: Seniority</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>(b) Continuous service within the bargaining unit shall include:</p> <p>(i) service as a bargaining unit Employee in direct nursing care or community health nursing; and</p> <p>(ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause</p> <p>provided there was no break in the Employee's service for longer than six (6) months.</p> <p>12.02 Seniority shall be considered in determining:</p> <p>(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"</p>

	<p>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 <i>vice versa</i>); and</p> <p>(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 <i>vice versa</i>);</p> <p>(iii) an Employee may not use the provisions of 12.02(a)(i) and 12.02(a)(ii) to select shift patterns contained in 7.02(d)(iii), (iv) and (vi).</p> <p>(b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;</p> <p>(c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and</p> <p>(d) approval of vacation times.</p> <p>12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:</p> <p>(a) when an Employee resigns;</p> <p>(b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or</p> <p>(c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.</p> <p>12.04 Seniority Lists</p> <p>(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.</p> <p>(b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals.</p> <p>(c) <i>Correction of Seniority Lists</i></p> <p>The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 12.04(a).</p>
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	<p>(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.</p> <p>(e) <i>Seniority Tie-Breaking</i></p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p>
Article 13: Evaluations And Personnel File	Current Agreement – Sign Off Sheet (31-Jan-20)
Article 14: Promotions, Transfers And Vacancies	<p>UNA Proposal (30-Jan-20)</p> <p>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.</p>

	<ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>These may only be altered through the operation of the Collective Agreement.</p> (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday. (f) The Employer shall notify the Local if a position is being cancelled, re-posted, or a position is being eliminated or amended to a different classification, in this or any other bargaining unit. <p>14.02 (a) A vacancy resulting from either:</p> <ul style="list-style-type: none"> (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; <p>shall be posted in accordance with Article 14.01.</p> <ul style="list-style-type: none"> (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
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	<p>no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07 into the Employee's previous position. Regular Employees achieving a temporary position shall maintain their status as a Regular Employee.</p> <p>(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.</p> <p>(d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:</p> <p>(i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).</p> <p>(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.</p> <p>(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.</p> <p>(e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.</p> <p>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.</p> <p>(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.</p> <p>(c) Should either:</p> <p>(i) the Employer determine that the Employee fails to succeed during the trial period, or</p> <p>(ii) the Employee request reinstatement to the Employee's former</p>
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position, the Employer shall reinstate the Employee in the Employee's former position or, if ~~such reinstatement is not possible~~, **the position has already been filled by a Regular Employee**, 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.

*14.09 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 and **a general description of the work;**
- (c) 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;**

- (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;
- (g) the home site and other sites if the position is a multi-site position, designated float, or combined position; and**
- (g)(h) the unit (if applicable) and program.**
- (h)(i) For temporary positions, the notice of vacancy shall also indicate the expected term;**

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

***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 **including complete a summary of the reasons for same** in writing within 14 days of the request to decrease or increase the regular hours of work and such request shall not be unreasonably denied.

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (B) Requests for a temporary decrease in regular hours of work shall indicate the period of time that the temporary decrease would apply. The maximum time for such temporary decrease is 12 months.
 - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.15 equals or exceeds .4 FTE, they shall be

	<p>posted as a vacancy.</p> <ul style="list-style-type: none"> (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. <p>(b) Increasing regular hours of work for Regular Part-time Employees:</p> <ul style="list-style-type: none"> (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
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	<p>requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.</p> <ul style="list-style-type: none"> (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 increases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change. <ul style="list-style-type: none"> (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
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	<p>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.</p> <p>14.16 A request to transfer to Casual Status shall not be unreasonably denied.</p>
<p>Article 15: Layoff And Recall</p>	<p>UNA In-Going (14-Jan-20) – Current Agreement</p>
<p>Article 16: Responsibility Allowance, Temporary Assignment And In Charge</p>	<p>UNA In-Going (14-Jan-20)</p> <p>16.01 Responsibility Allowance</p> <p>(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 \$3.00 per hour in addition to the Employee’s Basic Rate of Pay.</p> <p>(b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.</p> <p>16.02 In Charge Pay</p> <p>(a) The Employer shall designate a person Registered Nurse or Registered Psychiatric Nurse to be present and in charge of a unit. For Community the Employer shall designate a Registered Nurse or Registered Psychiatric Nurse to be present and in charge of an office. 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.</p> <p>(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 \$3.00 per hour.</p> <p>(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.</p> <p>(c) The Employer shall prepare a document specifying the roles and responsibilities of a the the person designated in charge, including the authority or process for augmenting staff. Employees designated in charge are able to, and expected to, use their best professional and clinical judgment and continue to flex staffing ratios and authorize</p>

	<p>overtime to ensure appropriate staffing levels based on overcapacity/surge beds and unit capacity to ensure patient safety. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.</p> <p>(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.</p> <p>(e)(d) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.</p> <p>16.03 No Employee shall receive payment under both Article 16.01 and Article 16.02 concurrently.</p> <p>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).</p> <p>16.05 Temporary Assignment</p> <p>Notwithstanding Article 2.04(b)(iii), Regular or Temporary Employees may be assigned to relieve others for additional duties.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>16.06 Preceptor Pay</p> <p>(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.</p> <p>(b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.</p>
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	<p>(c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students, or an Employee new to the unit, office, or program.</p>												
<p>Article 17: Vacations With Pay</p>	<p>Current Agreement – Sign Off Sheet (21-Feb-20)</p>												
<p>Article 18: Named Holidays</p>	<p>UNA In-Going (14-Jan-20)</p> <p>(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)</p> <p>18.01 (a) Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>New Year’s Day</td> <td>Labour Day</td> </tr> <tr> <td>Alberta Family Day</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Good Friday</td> <td>Remembrance Day</td> </tr> <tr> <td>Victoria Day</td> <td>Christmas Day</td> </tr> <tr> <td>National Indigenous Peoples Day</td> <td>Canada Day</td> </tr> <tr> <td>Boxing Day</td> <td>August Civic Day</td> </tr> </table> <p>and any day proclaimed to be a holiday by:</p> <p>(i) The Government of the Province of Alberta;</p> <p>(ii) The Government of Canada; and</p> <p>(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.</p> <p>(b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a “Floater” holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee’s Basic Rate of Pay.</p> <p>(i) by mutual agreement, a day added to the Employee’s next annual vacation; or</p> <p>(ii) by mutual agreement, the Employee may receive payment for such day at the Employee’s Basic Rate of Pay.</p> <p>18.02 To qualify for a Named Holiday with pay, the Employee must:</p> <p>(a) work the scheduled Shift immediately prior to and immediately following</p>	New Year’s Day	Labour Day	Alberta Family Day	Thanksgiving Day	Good Friday	Remembrance Day	Victoria Day	Christmas Day	National Indigenous Peoples Day	Canada Day	Boxing Day	August Civic Day
New Year’s Day	Labour Day												
Alberta Family Day	Thanksgiving Day												
Good Friday	Remembrance Day												
Victoria Day	Christmas Day												
National Indigenous Peoples Day	Canada Day												
Boxing Day	August Civic Day												

	<p>the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and</p> <p>(b) work on the holiday when scheduled or required to do so.</p> <p>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:</p> <p>(i) an alternate day off at a mutually agreed time;</p> <p>(ii) by mutual agreement, a day added to the Employee's next annual vacation; or</p> <p>(iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.</p> <p>(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:</p> <p>(i) an alternate day off at a mutually agreed time;</p> <p>(ii) by mutual agreement, a day added to the Employee's next annual vacation; or</p> <p>(iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.</p> <p>(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.</p> <p>(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:</p> <p>(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.</p> <p>(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.</p> <p>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.</p> <p>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</p>
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	<p>shall be dealt with as set out in Article 18.03.</p> <p>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.</p> <p>(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).</p> <p>(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).</p> <p>(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.</p>
<p>Article 19: Sick Leave</p>	<p>UNA In-Going (14-Jan-20)</p> <p>(Amended in Article 30: Part-time, Temporary and Casual Employees and Article 37: Extended Work Day)</p> <p>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 <i>Workers’ Compensation Act R.S.A. 2000, c. W-15 and Regulations</i>.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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,</p>

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

	<p>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.</p> <p>(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.</p> <p>(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. An Employee who does not qualify for LTD benefits because of age shall be considered as remaining on sick leave without pay but with benefits for the duration of the illness or up to 24 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.</p> <p>19.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.</p> <p>19.09 Sick leave credits shall not accumulate during periods of illness or injury.</p> <p>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.</p> <p>(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.</p> <p>(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</p>
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	<p>shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p>
<p>Article 20: Workers' Compensation</p>	<p>UNA Counter (30-Jan-20)</p> <p>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 <i>Workers' Compensation Act</i>, 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 1/10th of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10th of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b). and shall be paid 90% of full net salary directly provided the Employee assigns over to the Employer, the monies due from the Workers' Compensation Board for time</p>

	<p>lost due to accident.</p> <p>If full net salary is not paid in a timely manner, the Employer shall be subject to a penalty payment to the Employee at a rate of 2X the basic rate of pay.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p>
Article 21: Employee Benefits	UNA In-Going (14-Jan-20) - See Letter of Understanding #18
Article 22: Leaves Of Absence	<p>UNA Proposal (30-Jan-20)</p> <p>22.01 General Policies Governing Leaves of Absence</p>

- (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~~ **shall not be unreasonably denied** 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. ~~In the event of the death of a spouse, child, or step-child for the first month of 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)~~ **5** Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied.
- (b) If Employment commences on or after August 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:
 - (i) August 1st – November 30th: ~~two (2)~~ **3** Personal Leave days
 - (ii) December 1st – March 31st: ~~one (1)~~ **2** Personal Leave day.

22.09 Caregiver Leaves

	<p>(a) Compassionate/Terminal Care Leave</p> <p>(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.</p> <p>(ii) “Qualified relative” for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the <i>Alberta Employment Standards Code</i> and regulations.</p> <p>(iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.</p> <p>(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.</p> <p>(b) Critical Illness Leave</p> <p>(i) An Employee who has completed at least 90 days of employment, as 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:</p> <ul style="list-style-type: none"> • 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. <p>(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 <i>Alberta Employment Standards Code</i> and regulations.</p> <p>(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 <i>Alberta Employment Standards Code</i> and regulations.</p> <p>(iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.</p> <p>(v) Notwithstanding Article 22.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the</p>
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commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.

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

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

22.10 **Military Leave**

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

22.11 **Leave for Public Affairs**

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

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

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

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

*** (ii) Within six months of ceasing to hold political office, the former Employee may provide ~~fourteen (14)~~ 28 days' notice of readiness to return to work.**

(iii) **The Employer agrees to re-instate the former Employee consistent with Article 22.01(f) dependent upon the former Employee maintaining professional designation with the appropriate College.**

(iv) **The former Employee shall be re-instated with seniority according to original seniority date.**

(v) **The former Employee's increment date shall be as at the date**

of resignation.

- (vi) The Employer shall re-instate sick leave credits that existed prior to the former Employee's resignation.**
- (vii) Upon re-instatement, the Employee shall begin accruing vacation, supplementary vacation and named holidays at the appropriate levels as before their resignation.**
- (viii) Local Authority Pension Plan (LAPP) contributions shall cease effective the date of resignation, and shall commence on the first day of reinstatement.**

22.12 Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
 - (i) begins on the day on which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - the length of the leave specified in article 22.12(a) or (b), or
 - in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
 - (iii) An employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as

soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

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

22.13 Domestic Violence Leave

- (a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence 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)*.

22.15 Donor Leave

- (a) **Employees who have completed one year of employment shall, upon written request providing at least 30 days advance notice where possible, be granted Donor Leave with full pay and benefits for up to 12 consecutive weeks to become effective the date of the surgery in the event they are donating an organ.**
- (b) **Employees who have completed one year of employment shall, upon written request providing at least 30 days advance notice where**

	<p>possible, be granted Donor Leave with full pay and benefits for up to 7 consecutive days to become effective the date of the surgery in the event they are donating bone marrow.</p> <p>(c) Any additional time required by the Employee would be available as sick leave.</p> <p>(d) Benefit Eligible Casual Employees shall be entitled to this leave provided they are guaranteed not less than 15 hours per week.</p> <p>(e) Medical confirmation of the donation procedure shall be required.</p> <p>To Note LOU RE: Living Donor Wage Replacement - Sign Off Sheet (31-Jan-20)</p>
<p>Article 23: Discipline, Dismissal And Resignation</p>	<p>Current Agreement – Sign Off Sheet (20-Feb-20)</p>
<p>Article 24: No Strike Or Lockout</p>	<p>Current Agreement – Sign Off Sheet (15-Jan-20)</p>
<p>Article 25: Salaries</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>25.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:</p> <p>(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</p> <p>(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.</p> <p>(b) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Provisional Permit Holder:</p> <p>(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</p>

	<p>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</p> <p>(ii) in all other cases, Temporary Provisional Permit Holders who have applied for issuance of an annual certificate pursuant to the <i>Health Professions Act, and Regulations</i>, 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.</p> <p>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.</p> <p>25.04 The Employer shall issue pay advices in a manner which holds private information on such documents.</p> <p>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.</p> <p>(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.</p>
<p>Article 26: Educational Allowances</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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 <i>bona fide</i> post-secondary educational institution.</p> <p>Course/Certificate</p> <p>Hourly</p> <p>Allowance</p>

	Clinical Course (including mid-wife course)	5
	0¢ Certified Diabetes Educator Certificate	5
	0¢ Board of Lactation Consultant Examiners Certificate	5
	0¢ Canadian Nurses Association Certification	5
	0¢ 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>)	5
	0¢ Course in Nursing Unit Administration	5
	0¢ One (1) Year Diploma	5
	0¢ 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.	

	<p>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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>26.05 The parties agree that this Article shall be administered as follows with respect to clinical courses and certifications:</p> <p>(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:</p> <p>(i) be applicable to the position held by the Employee;</p> <p>(ii) contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and</p> <p>(iii) include an evaluative element applicable to the participant.</p> <p>(b) The parties have agreed that the following clinical courses meet the above described criteria:</p> <ul style="list-style-type: none"> • 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
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	<p>Palliative Care and Gerontological Nursing Certificate Program</p> <ul style="list-style-type: none"> • Alberta Health Services – Critical Care Course • Alberta Health Services – Perioperative Course • Lethbridge College – Perioperative Course • Midwifery <p>(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.</p> <p>(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.</p>
Article 27: Recognitio n of Previous Experience	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 28: Shift Differential And Weekend Premium	UNA In-Going (14-Jan-20) – Current Agreement
Article 29: Pension Plan	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<p>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 1st of each year.</p> <p>(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:</p> <p>(i) Employees may contribute into the RRSP until December 30th of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP; or</p> <p>(ii) Employees may contribute into the TFSA. The Employer shall match the Employee's contributions into the TFSA.</p> <p>(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 1st of each year.</p> <p>(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.</p> <p>29.06 The Employer will provide annual reminders to enroll in the pension plan, RRSP or TFSA to all eligible Employees. The Employer shall inform all Employees who transfer from a non-pension eligible position to a pension eligible position of their right to participate in LAPP and RRSP/TFSA.</p>
<p>Article 30: Part-Time, Temporary And Casual Employees</p>	<p>UNA In-Going (14-Jan-20)</p> <p>(Amended in Article 37: Extended Work Day)</p> <p>30.01 Part-Time Employees</p> <p>Except as modified in Article 30.01, all provisions of this Collective Agreement shall apply to Part-time Employees.</p> <p>(a) Hours of Work</p> <p>Amend Article 7.01(a) to read:</p> <p>7.01 (a) (i) Regular hours of work for Part-time Employees,</p>

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 **specific** non-scheduled days When they agree to do so, no overtime or penalty payment is

	<p>required. Indicating availability shall not be construed as agreement to exchange designated days of rest;</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>(ii) Amend Article 7.02(h) to read:</p>
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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

	<ul style="list-style-type: none"> (i) Part-time Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees. (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i). (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i). (iv) Part-time Employees who work at another 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 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. (v) This provision shall come into effect upon Ratification of the Agreement and shall have limited retroactive application as follows: <ul style="list-style-type: none"> (A) 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. (B) After application of (c)(i) above, Employees can only advance one (1) step per year as a result of this provision. <p>(d) Vacation with Pay</p> <ul style="list-style-type: none"> (i) Amend Article 17.02 to read: <ul style="list-style-type: none"> 17.02 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:
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	<ul style="list-style-type: none"> (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. <p>(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:</p> <ul style="list-style-type: none"> (i) <i>Staff Nurse and Assistant Head Nurse</i> <p>Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="text-align: right;">Hours specified in Article 30.01(d) (i): (17.02(a))</td> <td style="vertical-align: middle;">X</td> <td style="vertical-align: middle;">The applicable % outlined below</td> <td style="vertical-align: middle;">=</td> <td style="vertical-align: middle;">Number of vacation time in the next vacation year</td> </tr> </table> <ul style="list-style-type: none"> (a) 6% during the 1st employment year; (b) 8% during each of the 2nd to 9th employment years; 	Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of vacation time in the next vacation year
Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of vacation time in the next vacation year		

- (c) 10% during each of the 10th to 19th employment years;
- (d) 12% during each of the 20th and subsequent employment years.

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of vacation time in the next vacation year
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- (a) 8% during each of the 1st to 9th employment years;
- (b) 10% during each of the 10th to 19th employment years;
- (c) 12% during each of the 20th and subsequent employment years.

(c) **Supplementary Vacation**

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (i) Upon reaching the employment

	<p>anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.</p> <p>(ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.</p> <p>(iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.</p> <p>(iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.</p> <p>(v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.</p> <p>(d) Employee with Less than a Year of Service</p> <p>An Employee who has less than one (1) year of service prior to the 1st day of _____ in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to 12 months.</p> <p>(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.</p> <p>(ii) Amend Article 17.04(a) to read:</p> <p>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).</p>
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(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.

	<p>(a) Hours of Work</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(C) No Employee shall receive payment for Article 30.03(a)(iv)(A) and Article 30.03(a)(iv)(B) concurrently.</p> <p>(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 the first day of the first pay period of 2020.</p> <p>(vi) For all Employees using the electronic scheduling (for additional shifts) the following shall apply.</p> <p>(A) If additional applications are needed, the Employer shall reimburse for the cost of such applications</p> <p>(B) confirmation will be provided to all Employees who indicated a willingness to pick up the additional shift.</p> <p>(b) On-Call/Call Back</p> <p>Amend Article 9 to read:</p> <p>9.01 On-Call</p>
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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~~ **\$5.00** 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~~ **\$6.00** 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

- (i) Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.
- (ii) **Casual Employees who work at another 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 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.**
- (iii) **This provision shall come into effect upon Ratification of the Agreement and shall have limited retroactive application as follows:**
 - (A) **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.

(B) After application of (c)(i) above, Employees can only advance one (1) step per year as a result of this provision.

(d) Vacation

Amend Article 17 to read:

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

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

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

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

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

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

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

(e) Named Holidays

Amend Article 18 to read:

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

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

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

	<p>(c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:</p> <p>(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.</p> <p>(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.</p> <p>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.</p> <p>(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).</p> <p>(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).</p> <p>(f) Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.</p> <p>(g) Casual Employees may elect to be covered by Article 21 provided the Employee pays the full cost of the premiums.</p> <p>(g)(h) In the event Employees are required to appear in court for jury selection, jury duty, witness in a criminal matter, or 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.</p>
<p>Article 31: Copies Of The Collective Agreement</p>	<p>UNA In-Going (14-Jan-20) – Current Agreement</p>

<p>Article 32: Dispute Resolution Process</p>	<p>UNA Counter (30-Jan-20)</p> <p>32.01 Purpose</p> <p>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.</p> <p>The parties agree that the purpose of the Dispute Resolution Process is to:</p> <ul style="list-style-type: none"> (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. <p>32.02 Communication</p> <ul style="list-style-type: none"> (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. <p>32.03 Definition of Time Periods</p> <ul style="list-style-type: none"> (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.
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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 Kanec	David Tettensor
David Phillip Jones	Richard Wilson
Andrew C. L. Sims	Mark Asbell
Les Wallace	Kathryn Oviatt
Tom Jolliffe	William McFetridge
Leanne Young	

The selection shall be random.

Note: The parties may mutually agree to amend the above list **or to refer matters to arbitrators not listed above.** ~~OR TO REFER MATTERS TO ARBITRATORS NOT LISTED ABOVE. IN AN EFFORT TO IDENTIFY POTENTIAL NEW ARBITRATORS FOR FUTURE INCLUSION ON 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.

	<ul style="list-style-type: none"> (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	UNA In-Going (14-Jan-20) – Current Agreement
Article 34: Occupational Health And Safety	<p>UNA Proposal (30-Jan-20)</p> <p>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 Applicable Rate of Pay, to fulfill the requirements for training, instruction or education set out in the <i>Occupational Health and Safety Act, Regulation or Code</i>.</p> <p>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</p>

	<p>complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Applicable Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).</p> <p>34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.</p> <p>34.04 (a) No Employee shall be assigned to work alone on a unit.</p> <p>(b) Where an Employee is assigned to work alone in other than a unit, the</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>(b) The Employer shall have in place a domestic violence policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.</p> <p>*(b)(c) 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 reasonable and appropriate areas accessible to the public to give notification of this policy.</p> <p>34.08 The Employer shall:</p> <p>(a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:</p> <p>(i) engineering controls,</p> <p>(ii) administrative policies, procedures and compliance; and</p> <p>(iii) appropriate personal protective devices and other equipment.</p> <p>(b) share information with and obtain input from the Committee pertaining to all hazard assessments.</p> <p>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.</p> <p>34.10 The Employer will have a policy prohibiting any audio, video photographic recording by patients or public without prior consent of affected members of the bargaining unit. In event of such recording the Employer shall bear the cost of any remedial actions.</p> <p>*34.11 In the event of assault, (including but not limited to physical, sexual, verbal or psychological) the Employer shall support the Employee to the fullest extent, and shall not attempt to influence the Employee from reporting the issue to the police.</p>
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<p>Article 35: Professional Development</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>35.02 In-Services</p> <p>(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 or completion of such sessions. 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:</p> <ul style="list-style-type: none"> (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. (vi) Annual Continuing Education or equivalent. (vii) Prevention and management of disruptive behavior <p>(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.</p> <p>(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.</p> <p>35.02 Certifications</p>

The Employer shall pay for all certification or recertification programs which are identified as required or preferred. Employees who attend any identified certification or recertifications programs shall suffer no loss of regular earnings for attending such programs.

35.03 Professional Development Days

Upon request, each Employee shall be granted at least ~~three (3)~~ 4 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.~~ **for the cost of the Professional College fees.**

~~(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.~~

	<p>(c) Professional College dues fees means dues fees (including taxes) paid to those who, at the beginning of the next registration year, have active registration with either:</p> <ul style="list-style-type: none"> (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.
<p>Article 36: Professional Responsibility</p>	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>

	<p>than 30 days from the original discussion of the particular issue(s).</p> <p>(h) During problem solving discussions, Committee members will collaborate on:</p> <ul style="list-style-type: none"> (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. <p>(i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.</p> <p>(j) The committee may engage the support of additional subject matter experts to assist with the above discussions.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(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> <p>(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.</p>
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	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>36.02 An Employee attending Committee meetings shall be paid the Basic Applicable Rate of Pay for such attendance.</p> <p>36.03 (a) For each unit, program or other work area, the Employer shall, within 30 days of ratification, provide the Local with a report describing the number of bargaining unit members which constitutes the "core", "basic", or minimum staffing requirements, and complete rationale as to how this number was arrived at.</p> <p>(b) In the event the Local believes the numbers are unsafe or unreasonable, a joint ad hoc committee shall be struck of an equal number of Employer and Union representatives to address the concerns.</p> <p>(c) Failing resolution of the dispute by the ad hoc committee, the Union shall have the right to present the issue to a special "Safe Staffing Committee." The Safe Staffing Committee shall be comprised of one (1) patient care expert appointed by the Union and one (1) patient care expert appointed by the Employer, and a third patient care expert appointed by the Director of Mediation Services for the Province of Alberta. The Committee shall meet and hear presentations from the Union and the Employer and shall review the staffing, based on the submissions and the staffing levels in areas such as Australia, New York and California, where staffing levels are mandated by legislation or collective agreement. The Committee</p>
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	<p>shall issue findings within 60 days of the submissions. The Committee is a body constituted to provide a method of settlement of differences pursuant to the terms of Division 22 of the Labour Relations Code.</p> <p>(d) In the event a new work area is created or a unit, program or office is modified, causing the Employer to alter the number of core staff, items (a) through (c) shall apply.</p> <p>(e) In the event patient acuity or the focus of the unit, program or office is modified, causing the Employer to alter the number of core staff, items (a) through (c) shall apply.</p> <p>(f) In the event that additional patients/clients/residents are added to the workload, additional bargaining unit members shall be assigned. If there are no additional bargaining unit members available, there shall be no additional patients/clients/residents assigned to the work group.</p> <p>(g) The joint ad hoc committees shall also review and may make recommendations on ways to reduce administrative costs. These matters shall not be subject to “Safe Staffing Committees.”</p> <p>(h) On a daily basis, the Employer shall notify the Local and Union whenever the staffing levels falls below the core staffing levels; along with the reasons why.</p> <p>36.04 There shall be no discrimination, restriction or coercion exercised or practiced by either party against any Employee or Manager who identifies a professional responsibility concern or participates in the process.</p> <p>36.05 The Employer shall provide annual mandatory Professional Responsibility Committee instruction to all managers, front line staff and committee members.</p> <p>36.06 Capacity Disclosure</p> <p>On a daily basis, the Employer shall notify the Local and Union of the number of “over-capacity” patients and equivalent indicator for non hospital settings.</p>
Article 37: Extended Work Day	<p>UNA In-Going (14-Jan-20)</p> <p>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:</p>

- (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.

Union wishes to discuss evening shift

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 **provided that the Employee shall not be scheduled to work more than 2 consecutive weekends.** “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

	<p>when designated days of rest fall on a weekend; and</p> <ul style="list-style-type: none"> (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. <ul style="list-style-type: none"> (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. <p>(D) Amend Article 30.01(a): 7.01(a)(i) to read:</p> <p>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.</p> <p>(E) Amend Article 30.01(b): 7.02(g) to read:</p> <p>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:</p> <ul style="list-style-type: none"> (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 provided that the Employee shall not be scheduled to work more than
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2 consecutive weekends. “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 **provided that the employee shall not be scheduled to work more than 2 consecutive weekends.** “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:

	<ul style="list-style-type: none"> (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 provided that the employee shall not be scheduled to work more than 2 consecutive weekends. “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. <p>37.03 Amend Article 8.01(a) to read:</p> <p style="padding-left: 40px;">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.</p> <p>37.04 Amend Article 11.01 to read:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 80px;">(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.</p>
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37.05 Amend Article 17.02(a) and (b) to read:

17.02 Vacation Entitlement

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

(a) *Staff Nurse and Assistant Head Nurse*

- (i) During the 1st year of such employment, an Employee earns a vacation of 116.25 working hours per year;
- (ii) During each of the 2nd to 9th years of employment, an Employee earns vacation of 155 working hours per year;
- (iii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;
- (iv) During each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 232.5 working hours per year.

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

- (i) During each of the 1st to 9th years of employment, an Employee earns vacation of 155 working hours per year;
- (ii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;
- (iii) During each of the 20th and subsequent years of employment, an Employee earns vacation with pay at the rate of 232.5 working hours per year.

37.06 Amend Article 17.02 (d) to read:

17.02 (d) Supplementary Vacation

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 38.75 hours.

37.07 Amend Article 17.04(a) to read:

17.04 (a) *Vacation Pay on Termination*

If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

- (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with
- (ii) 6% in the case of an Employee entitled to 116.25 working hours vacation per annum, or 8% in the case of an Employee, entitled to 155 working hours vacation per annum, or 10% in the case of an Employee entitled to 193.75 working hours vacation per annum, or 12% in the case of an Employee entitled to 232.5 working hours vacation per annum, of the Employee's regular earnings from the 1st day of _____ in each calendar year to date of termination.

37.08 Amend Article 18.01 by adding (c) to read:

- 18.01 (c) It is agreed that a Full-time Employee covered by this Article shall be entitled to 11 Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay for 7.75 hours if the Named Holiday is not worked and for **11.08 hours if the Named Holiday is worked.**

37.09 Amend Article 18.03 by adding (e) to read:

	<p>18.03 (e) pay for the day referred to in (a), (b) and (c) shall be for 7.75 11.08 hours.</p> <p>37.10 Amend Article 19.02 to read:</p> <p>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.</p> <p>37.11 Amend Article 19.03 to read:</p> <p>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.</p> <p>37.12 Amend Article 19.05 to read:</p> <p>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.</p> <p>(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.</p> <p>37.13 Amend Article 30.01(a): 7.01(a)(iv) and (v) to read:</p> <p>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.</p> <p>(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.</p>
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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).

	<p>(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).</p> <p>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.</p>
Article 38: Technology Change	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 39: Job Description and Classificati on	UNA In-Going (14-Jan-20) – Current Agreement
Article 40: Committee Participatio n	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 41: Ambulance Duty	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 42: Employeme nt Insurance Premium Reduction	Current Agreement – Sign Off Sheet (15-Jan-20)
Article 43: Subsistence and Camp Allowance	<p>UNA In-Going (14-Jan-20)</p> <p>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.</p> <p>(a) Meals</p> <p>Breakfast ——— \$9.20 Lunch ————— \$11.60 Supper ————— \$20.75</p>

~~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.~~

The Employer shall have one consistent policy for meal allowance that applies to all in scope and out of scope Employees, but shall be no less than the current.

(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 subsection (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

	<p>patients/residents/clients on Camp.</p> <p>(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.</p> <p>(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.</p> <p>(c) Employees who volunteer to attend Camp shall be eligible for free time at the discretion of the Camp Director.</p>
<p>Article 44: Mobility</p>	<p>UNA In-Going (14-Jan-20) – Current Agreement</p>
<p>LOU#1 RE: Unit</p>	<p>UNA Counter (30-Jan-20)</p> <p>WHEREAS the parties agree that patient and Employee safety is of mutual importance to the Employer, the Union and the Local; and</p> <p>WHEREAS the physical design, staffing patterns, and patient needs differ amongst Alberta units and sites; and</p> <p>*1. The Employer shall provide the Union with a list of areas in each site that the Employer has designated as a unit for the purposes of application of Articles 16.02 and 34.04. Such list shall be provided to the Union no later than six months following the date of ratification than October 31, 2018.</p> <p>2. If the Union identifies any concerns:</p> <p>(a) regarding Employee safety relative to the application of Article 34.04; or</p> <p>(b) regarding patient/resident/client safety, or the unit administration relative to Article 16; or</p> <p>(c) where the Employer has not designated as a unit or part of a unit,</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5. Should the Arbitrator find that the Employer's designation of a unit is</p>

	<p>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.</p> <p>6. Should the parties fail to resolve the matter within the 30 day period, the Arbitrator shall render a decision in this regard.</p> <p>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.</p>
LOU#2 RE: Charge Designation Review Committee	Current – Sign Off Sheet (15-Jan-20)
LOU#3 RE: In-Charge Designation For More Than One (1) Unit	Current – Sign Off Sheet (15-Jan-20)
LOU#4 RE: Transfer of Programs	Current – Sign Off Sheet (15-Jan-20)
LOU#5 RE: Deferred Salary Plan	Current – Sign Off Sheet (15-Jan-20)
LOU#6 RE: Joint Committee	UNA In-Going (14-Jan-20) – Current
LOU#7 RE: Retention & Recruitment Initiatives	UNA In-Going (14-Jan-20) – Current
LOU#8 RE: Combined Positions	UNA In-Going (14-Jan-20) – Current
LOU#9 RE: Merger Or Division Of Units	Current – Sign Off Sheet (15-Jan-20)
LOU#10 RE: Scheduling	UNA In-Going (14-Jan-20) – Current
LOU#11 RE: Lump Sum Payment	UNA In-Going (14-Jan-20) – Current

<p>LOU#12 RE: No Reduction of Nursing Hours</p>	<p>UNA In-Going (14-Jan-20)</p> <p>The parties agree that:</p> <ol style="list-style-type: none"> 1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees in any Zone 2. <ol style="list-style-type: none"> (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 April 1, 2018 and March 31, 2019 (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: <ol style="list-style-type: none"> (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) <ol style="list-style-type: none"> (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.
<p>LOU#13 RE: Employees With Multiple Employment Relationships (Alberta Health</p>	<p>Current – Sign Off Sheet (15-Jan-20)</p>

Services)	
LOU#14 RE: Severance	UNA In-Going (14-Jan-20) – Current
LOU#15 RE: Duty to Accommodate	Current – Sign Off Sheet (15-Jan-20)
LOU#16 RE: Grandfathering of Employees at Certain Sites For Employees at AHS Sites With 100% Health and/or Dental Reimbursement Coverage	Current – Sign Off Sheet (15-Jan-20)
LOU#17 RE: Non-HBTA Benefits Plans	Current – Sign Off Sheet (15-Jan-20)
LOU#18 RE: Prepaid Benefits	<p>UNA In-Going (14-Jan-20)</p> <p>The Prepaid Benefits Plan shall include:</p> <ul style="list-style-type: none"> (a) There shall be no requirement for written orders for physiotherapy, massage treatment, compression stockings, or orthotics. (b) 100% coverage for private or semi-private rooms in hospital will be provided. (a) Creation of a flexible spending account of up to \$1,000 per Employee per year, to be used for additional wellness and health care expenses including top up for existing coverage. (b) Compression stockings: 4 pair/year. (c) Include occupational therapy under the same section as physical therapy coverage. Employees can access physical therapy or occupational therapy at a rate of \$50/visit with a combined maximum of 20 visits per year.

	(d) 100% of diabetic supplies, including continuous and intermittent sensors.
LOU#19 RE: Professional Responsibility	Current – Sign Off Sheet (15-Jan-20)
LOU#20 RE: Joint Occupational Health And Safety Committees	UNA In-Going (14-Jan-20) 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 Joint Occupational Health and Safety Committees.
LOU#2021 RE: Job Security	UNA In-Going (14-Jan-20) 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: <ul style="list-style-type: none"> • 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

	<p>the commitments of the LOU.</p> <p>Temporary Positions:</p> <p>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.</p> <p>III. Supernumerary Employment</p> <p>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.</p> <p>IV. Termination of Employer Obligations</p> <p>Employees shall be considered to have relinquished their right to Job Security protection if they decline an offer of:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>This Letter of Understanding shall expire on March 31, 20202022 or when a new Collective Agreement is reached, whichever is later.</p>
<p>LOU#2122 RE: Maximum Length of Shift Cycles</p>	<p>Current – Sign Off Sheet (15-Jan-20)</p>
<p>LOU#22 RE: Extended Work Day Option (4</p>	<p>Delete – Sign Off Sheet (15-Jan-20)</p>

On/4 Off) And Hours Of Work Working Group	
Letter Of Commitme nt RE: Health Benefits Trust Of Alberta	UNA In-Going (14-Jan-20) - Current
LOU ## RE: Living Donor Wage Replaceme nt	Sign Off Sheet (31-Jan-20)
Addendum Of Local Conditions	To Be Discussed
Salary Appendix	UNA In-Going (14-Jan-20) Increase by 2% Annually
	To Note: UNA provided the Employer a package proposal (Memorandum Of Agreement) on 21-Feb-20 which was not accepted by the Employer.