

EMPLOYER INGOING PROPOSALS FOR THE  
COLLECTIVE AGREEMENT

BETWEEN

Alberta Health Services  
Covenant Health  
Lamont Health Care  
The Bethany Group (Camrose)

- and -

United Nurses of Alberta

NOTES:

- The Employer has utilized the current collective agreement as the base document for this proposal.
- Proposed changes are identified as follows:
  - **Proposed new language is identified in red bold type;**
  - Language proposed to be deleted is identified by ~~red-strikethrough~~;
  - Corrections and relocated provisions are identified in **blue bold type**;
  - Language proposed to be moved or corrected is identified by ~~blue-strikethrough~~.
- In some cases proposed changes may require consequential amendments elsewhere in the Collective Agreement. In such cases, these consequential amendments are to be included in this proposal even though not specifically referenced herein.
- Where this proposal indicates the desire of the Employer to discuss issues directly related to certain articles or issues of a more general nature, the Employer reserves the right to table proposals at a later date.
- The Employer reserves the right to table counter proposals in response to any proposals made by the Union.
- The Employer will table its monetary proposal on February 14, 2024.
- This proposal is complete except for any errors or omissions.
- This proposal is made on a “without prejudice” basis. If these proposals are not accepted, the Employer reserves the right to withdraw and/or change its positions on any of the enclosed articles.

The Employer would like to discuss the following priorities:

- Stabilization of Employer workplaces. This includes:
  - enabling the expedient recruitment of net new Employees;
  - ensuring there is the ability to recruit skilled and experienced RNs/RPNs to areas where there are gaps;
  - examining and addressing voluntary internal movement of current Employees.
- Increasing the proportion of Full Time and higher FTE employment.
- Options for vacation planning that encourage Regular Employees to maintain their employment status.
- Employer concerns related to relief Shifts. This includes:
  - challenges in covering short notice changes in staffing;
  - the need for improved reliability amongst Employees who have accepted Shifts; and
  - payment for additional Shifts worked by Part Time Employees on unscheduled days.
- An alternate classification appeals process that ensures such issues are resolved expediently.
- Options for streamlining or automating various payroll processes.

## ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct the membership dues ~~and Local levies~~ as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a bi-weekly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.
- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues ~~and Local levies structure.~~
- 5.03 Where the payroll system is on a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted monthly, rather than bi-weekly.
- 5.04 (a) The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- (b) The Employer agrees to allow a United Nurses of Alberta binder on each unit, program or office where patient/resident/client care is provided. The Employer reserves the right to require that material damaging to the Employer be removed.
- 5.05 (a) On a bi-weekly basis the Employer agrees to provide the Union with a list of new Employees at each site. A representative of the Local shall have the right to make a presentation of up to 45 minutes to new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, and further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.
- (b) The Local shall provide at least 14 working days' notice to the Employer of the date, time and place for each presentation.

- 5.06 A representative of the Local shall not suffer any loss in pay for time spent to attend meetings with the Employer arising from the administration of this Collective Agreement. The Local representative shall provide as much advance notice of the request as possible and shall not leave their work area or unit without obtaining the prior consent of their supervisor which shall not be unreasonably withheld.
- 5.07 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. Employees should make such requests with at least two weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.07(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

**The Employer would like discuss the need to stabilize AHS workforce and promote Full-Time employment. The Employer reserves the right to table further proposals following discussion.**

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

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

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

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (i) 7.75 consecutive hours per day; and
  - (ii) 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall:
  - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied. Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the shift, except by mutual agreement between the Employer and the Employee.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:

- (i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.
- (e) Instructors, Clinical Nurse Specialists and Nurse Clinicians may work flexible hours by agreement between the Employee and the Employer.
  - (f) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 **Shift Schedules**

- (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to the requirements of Article 7.02(a).
- (d) The Shift patterns which may be available are:
  - (i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
  - (ii) permanent days;
  - (iii) permanent evenings (only by request of Employee);
  - (iv) permanent nights (only by request of Employee);
  - (v) evenings and days rotation;
  - (vi) nights and evenings (only by request of Employee);
  - (vii) nights and days rotation.

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

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

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two (2) blocks per year totaling not more than 14 calendar days.
- (e.1) An Employee who has requested to work Shift patterns (iii), (iv) or (vi) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (iii), (iv) or (vi), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.

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

- (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours. Evening duty means Shifts where the majority of the regularly scheduled Shift falls between 1500 hours and 2300. Night duty means Shifts where the majority of the regularly scheduled Shift falls between 2300 hours and 0700.
- (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.
- (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.

- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each Shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below 2/5 when it is mathematically impossible to assign all available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement. When it is not possible, the proportion of day duty will be reduced only to the extent necessary to allow those Employees to be scheduled into the available Shifts.
- (f.2) The provision that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units day duty at least 50% of the time over one (1) complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 15 hours off duty between Shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
  - (iv) not more than six (6) consecutive scheduled days of work.
  - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.
- (g.1) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units days of rest on at least nine (9) out of 12 of the weekends averaged over one (1) complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.
- (h) Two (2) optional scheduling systems are available which may be applied with written agreement between the Employer and the Local. Where an option is applied, the relevant provisions of Article 7.02(g) shall be amended as follows:

## **OPTION I**

- 7.02(g)(i) at least 15 hours off duty between Shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle.

## **OPTION II**

- 7.02(g) (i) at least 15 hours off duty between Shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on three (3) weekends in a six (6) week period, one (1) of which shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
  - (iv) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle.
- (i) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

## **7.03 Schedule Posting**

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

- (b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks.
- (c) The Employer shall provide the Local with a copy of each Shift schedule upon request.
- (d)
  - (i) Prior to implementing or posting a new Shift schedule the Employer shall have discussions with the Local regarding the upcoming new schedule.
  - (ii) The Parties shall agree on a reasonable time frame required for line selection (some factors to consider would include historical practice, the number of Employees, number of Employees in the identical FTE, the magnitude of the change, the time of year).
  - (iii) Should the Parties be unable to agree on the time frame for line selection, the matter shall be referred to Dispute Resolution Advisory Committee (DRAC), who shall meet within one (1) week, via telephone conference call and agree on the time frame for line selection.
  - (iv) If the DRAC is unable to agree on the time frame for line selection, the matter shall be immediately referred to an arbitrator on the roster in the Collective Agreement. The selection of the arbitrator shall be made by the DRAC representatives that heard the issue in the mediation. The matter will be dealt with via conference call of no more than two hours and the arbitrator shall immediately determine the time frame for line selection. Such decision shall be final and binding and there will be no written decision.
  - (v) The schedule shall then be posted and line selection shall take place during the specified time frame.
  - (vi) At the end of the specified time frame, the 12 week advance notice shall begin.
  - (vii) Should an Employee be unable or unwilling to select their line within the specified time frame, such Employee shall forfeit their right to line selection.

#### 7.04 **Schedule Changes**

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

- (ii) changes Employees' scheduled Shift, but not their scheduled days off, without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days' notice of change and the resultant penalty pay as described in Article 7.04(a) shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

#### **7.05 Employee Shift Exchange**

- (a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees;
  - (ii) prior approval of such exchange has been given by the Employees immediate supervisor;
  - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and
  - (iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
- (e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

#### **7.06 Reporting Pay**

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and the Employee's home.
- (b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

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

## ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. **Such accumulation shall not exceed thirty-eight point seven five (38.75) hours.** Time off not taken by **the last pay period end date in March ~~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~~st~~**, and shall not be unreasonably denied.
- (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24-hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- (e) Effective April 1, 2022, the Employer shall provide to the Union, on a bi-weekly basis, a report of mandatory overtime hours by cost centre.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

- 8.07 (a) Where Employees works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, Employees shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

## **ARTICLE 9: ON-CALL DUTY/CALL BACK**

### **9.01 On-Call**

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

### **9.02 On-Call Regulations**

- (a)
  - (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee’s supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for “on-call duty” shall be posted 12 weeks in advance.
  - (ii) Except by mutual agreement between the Employee and Employer, if, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days’ notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.
- (b) Where there are Employees working on a unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to vacation or the evening prior to an approved leave of absence.
- (c) The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).
- (d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:
  - (i) more than seven (7) consecutive days;
  - (ii) more than 72 consecutive hours; and
  - (iii) where possible, not more than one (1) weekend in four (4), or in any event no more than two (2) weekends in a five (5) week period.

- (e) The Employer shall establish a roster on which Employees may indicate their interest in performing on-call duties for areas other than the Employee's unit. In assigning on-call duties, the Employer shall first consider the Employees on the roster when assigning Employees to on-call for areas other than the Employee's unit. Employees shall only be assigned on-call duty for areas where the Employee has received appropriate orientation.
- 9.03 The Employer shall pay \$3.30 per hour to Employees who are assigned on-call duty on a regular work day, and \$4.50 per hour to Employees who are assigned on-call duty on their days of rest or Named Holiday.
- 9.04 **Call Back Pay**
- (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee ~~shall be deemed to be working overtime and~~ shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- ~~(b) — When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.~~
- 9.05 When an Employee is required to be on-call the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.
- 9.06 Call-back compensation **shall be paid to the Employee in the pay period in which it occurs.** ~~may be taken in pay or in time off in accordance with the provisions of Article 8.01.~~
- 9.07 (a) Where Employees works pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
- (b) The Employee in the above situation shall advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

## 9.08 Telephone Consultation

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

**ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who is called back pursuant to the provisions of Article 9: On-Call Duty/Call Back shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of ~~50.5¢~~ **55¢** per kilometre from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).
- 10.02 An Employee who normally travels from the site to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to the Employee's place of residence.
- 10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile the Employee shall be reimbursed pursuant to Article 10.01.
- 10.04 Employees who use their personal vehicles for business authorized by the Employer shall be required to submit proof of financial responsibility when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

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

LESS

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

EQUALS

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

- 10.05 (a) Full-time Employees required by the Employer to have an automobile for use in their employment shall receive \$130 per month on account of that requirement.
- (b) Allowances for Part-time Employees shall be paid monthly and prorated based on the Employee's FTE and then adjusted quarterly to reflect the FTE of the hours worked in the preceding quarter.
- (c) Casual Employees shall be eligible for allowances based on all hours worked in a program/department where the Manager requires them to provide a vehicle for work. Allowances for Casual Employees shall be calculated and paid quarterly, based on the FTE of the hours worked in the preceding quarter.

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

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

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

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

- (c) When the Employee is required to report to a site or other location at the start of the day, or to end the work day at a site or other location other than the Employee's home site, the travel, to the extent it extends beyond normal working hours, is on the Employee's own time unless the one (1) way trip adds more than 20 kilometres to their travel. In that case, the Employee will be paid 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.

## ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

**The Employer would like discuss the need to stabilize AHS workplaces, barriers to recruitment of net new Employees and barriers to remediation of skill/experience gaps. The Employer reserves the right to table further proposals following discussion.**

- 14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than 10 calendar days in advance of making an appointment. Each vacancy shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
- (i) a general description of the work;
  - (ii) whether the position is an at a site position or an at or out of a site position;
  - (iii) the home site and other sites if the position is a multi-site position;
  - (iv) the unit or units (if applicable) and program;
  - (v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and
  - (vi) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.
  - (vii) For temporary positions, the notice of vacancy shall also indicate the expected term.

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

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

- (f) The Employer retains the right to create positions that entail regularly working on more than one (1) unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. This does not preclude the Employer from requiring an Employee to “float” to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.

14.02 (a) A vacancy resulting from either:

- (i) the creation of a specific job of limited term exceeding three (3) months duration; or
- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. Regular Employees achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
  - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
  - (ii) For temporary positions on another unit (for “at” Employees) or program (for “at or out of” Employees), such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.

- (iii) For temporary positions in the same unit (for “at” Employees) or program (for “at or out of” Employees), such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.02(a) that are in the same unit/program as the Employee’s current temporary position.
  - (e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.
- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing and shall specify the posting number.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.
- 14.05 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 14.06 When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee’s present classification and the beginning rate of the classification to which the Employee has been promoted.
- 14.07 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee’s ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
  - (c) Should either:
    - (i) the Employer determine that the Employee fails to succeed during the trial period, or

- (ii) the Employee request reinstatement to the Employee's former position, the Employer shall reinstate the Employee in the Employee's former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to the Employee's home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in the Employee's former position. The Employee shall continue to be paid at the Basic Rate of Pay of the former position until they have been placed in a suitable position.
  - (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
  - (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
  - (f) A transferred Employee's first three (3) Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.
- 14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 14.10 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
  - (b) classification;
  - (c) number of hours per Shift and Shifts per Shift cycle;

- (d) date of hire and transfer (if applicable);
- (e) increment level;
- (f) the site or sites the person will work “at”, or “at or out of”, as the case may be; and
- (g) the unit or units (if applicable) and program.

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

- 14.11 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 18 months. During this 18 month period, the former Employee may be reinstated into the Employee’s former position. The Local shall be notified whenever this clause is applied.
- 14.12 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.
- 14.13 Employees are not permitted to apply for vacancies to add to their existing position.
- 14.14 Employees may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one (1) employment relationship.
- 14.15 Decreasing or Increasing Regular Hours of Work

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

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
  - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
  - (B) Requests for a temporary decrease in regular hours of work shall indicate the period of time that the temporary decrease would apply. The maximum time for such temporary decrease is 12 months.

- (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.15 equals or exceeds .4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 14.15 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
  - (v) Regular Employees cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.
  - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend the request.
  - (vii) Where a regular extended Shift Employee decreases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
  - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority (for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.15(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
  - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.

- (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.15(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.15(b) above will not remain subject to the provisions of Article 14.15.
  - (vi) Regular Part-time Employees may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.15.
  - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
  - (ix) Where Regular Part-time extended Shift Employees increases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) Employees shall not be permitted to decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.
  - (d) Any redistribution of hours as a result of the operation of Article 14.15 shall not be considered a violation of the Letter of Understanding Re: Severance.
  - (e) Where any request pursuant to Article 14.15 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
  - (f) Copies of all requests and responses to requests pursuant to Article 14.15 shall be provided to the Local forthwith.
  - (g) An Employee whose regular hours of work are altered through the operation of Article 14.15 shall not be required to serve a trial period.

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

14.16 A request to transfer to Casual Status shall not be unreasonably denied. Article 14.07(c) shall not apply to Employees who transfer to Casual Status.

**The Employer would like discuss the need to stabilize AHS workforce, promote Full-Time employment and address barriers to remediation of skill/experience gaps. The Employer reserves the right to table further proposals following discussion.**

## **ARTICLE 15: LAYOFF AND RECALL**

### **(Not Applicable to Temporary Employees)**

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, “ability to perform the work” shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the administrative and operational complexities arising out of the application of this Article in a province-wide bargaining unit. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- (c) Workplace reorganization that results in the movement, merger or division, of a unit or part of a unit within a Site shall not constitute a position elimination provided there are no other substantial changes to the Employee’s position. In the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee’s position.

### **15.02 Notice**

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 calendar days’ notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days’ notice is not required but up to four (4) weeks’ pay in lieu thereof shall be paid to affected Employees.

### **15.03 Order of Layoff**

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

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

#### 15.04 Displacement

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:
  - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;
  - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
  - (iii) at the Employee's option, accept layoff with the right of recall.

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

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work and is within a radius of 50 kilometers from the current site (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

- (c) Where an Employee with less than 24 months of seniority has their position eliminated or are displaced in accordance with this Article, the Employer shall:
  - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work and is within a radius of 50 kilometres from the current site; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which the Employee is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

#### 15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days' duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid-off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

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

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

**15.08 Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three (3) months premium.
- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

**15.09 Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call Duty/Call Back, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

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

- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
- (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.10.
- (d) Applications pursuant to Article 15.10(a) shall be made to the Employer in writing.
- (e) In making promotions and transfers pursuant to Article 15.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
- (f) Where there is:
  - (i) a vacancy resulting from an appointment under 15.10(a), or
  - (ii) when there are no suitable applicants for a vacancy posted under Article 15.10(a),recalls shall be carried out in accordance with Article 15.05.
- (g) The name of the Employee appointed pursuant to Article 15.10(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

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

## ARTICLE 17: VACATIONS WITH PAY

**The Employer would like to discuss the vacation planning process and opportunities to enhance recruitment and retention by granting vacation on a rotational or other basis.**

### 17.01 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the 12 month period commencing on the 1<sup>st</sup> day of \_\_\_\_\_ in each calendar year and concluding on the last day of \_\_\_\_\_ the following calendar year;
- (c) “date of employment” means:
  - (i) in the case of an Employee whose employment commenced between the 1<sup>st</sup> and 15<sup>th</sup> days inclusive of any month, the 1<sup>st</sup> day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the 16<sup>th</sup> and last days inclusive of any month, the 1<sup>st</sup> day of the following calendar month.

### 17.02 Vacation Entitlement

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

- (a) *Staff Nurse and Assistant Head Nurse*

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

- (i) during the 1<sup>st</sup> year of such employment, an Employee earns a vacation of 15 working days;
- (ii) during each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of 20 working days;
- (iii) during each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

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

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

- (i) during each of the 1<sup>st</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of 20 working days;
- (ii) during each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
- (iii) during each of the 20<sup>th</sup> and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

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

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

(d) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (e) Where a voluntarily terminated new Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though their employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

### 17.03 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
  - (i) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever are applicable) who can be granted vacation at the same time. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15<sup>th</sup> of that year. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit, program or site (whichever are applicable) shall be the deciding factor.
  - (ii) When an Employee submits a request in writing after April 30<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.

- (e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
- (e) (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.
- (g) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

#### 17.04 Vacation Pay on Termination

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
  - (i) the unused period of vacation entitlement up to \_\_\_\_\_ in each calendar year at the Employee's basic rate, together with
  - (ii) 6% in the case of an Employee entitled to 15 working days' vacation per annum; 8% in the case of an Employee entitled to 20 working days' vacation per annum; or 10% in the case of an Employee entitled to 25 working days' vacation per annum; or 12% in the case of an Employee entitled to 30 working days' vacation per annum; of the Employee's regular earnings from the 1<sup>st</sup> day of \_\_\_\_\_ in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

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

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 19.03;
- (b) periods during which the Employee is in receipt of Short Term Disability benefits;
- (c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits; and
- (d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

## ARTICLE 19: SICK LEAVE

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

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 (a) When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- (b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than 120 days of sick leave credits shall be entitled to use the additional credits until they fall below the 120 days; thereafter, the Employee shall not accrue greater than 120 days.
- 19.06 Sick leave shall be granted:
- (a) if an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or
- (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.

- (c) Notwithstanding Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in the Employee being hospitalized or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 (a) Employees who have been receiving Long-term Disability (LTD) benefits and who are able to return to work and who are:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability; or
  - (ii) incapable of performing the duties of their former position, but are capable of performing the duties of their former classification, shall provide the Employer with 28 days' written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.
  - (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.
- (b) Employees who do not qualify for LTD benefits and who exhaust their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of the Employee's intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.

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

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

(b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. **The frozen sick leave bank shall be maintained for a maximum of 6 months.** Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

(ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer **within 6 months**, such Employees shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.

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

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

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

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

## ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Local within ~~10~~ **15** days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Local within ~~10~~ **15** days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Local forthwith and in any event not later than five (5) days of the action being taken. Any suspension must take place immediately following notice of suspension. The action of suspension or dismissal shall be within ~~10~~ **15** days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 (a) An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) Once a disciplinary record is eligible for removal per Article 23.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.

- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 23.07 In the event that an Employee is reported to the licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 23.08 Employees absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days' notice in writing, shall be given by an Employee who resigns.
- 23.11 For the purpose of Articles 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

## ARTICLE 25: SALARIES

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

### NEW

**25.02 Employees shall be entitled to an increment on the completion of each period of 1920.75 regular hours paid at the Basic Rate of Pay or at the applicable rate in the case of:**

**(a) regularly scheduled hours worked on a Named Holiday; and/or**

**(b) in accordance with scheduling penalties paid pursuant to Articles 7.02(i), 7.04(a)(i) and (ii), 30.01 (b)(iii), 37.02 Option I (C) amending 7.02 (i), 37.02 Option II (C) amending 7.02(i), and LOU #23 Re: Alternate Extended Work Day Scheduling Option – Option III (C) amending 7.02(i).**

**Employees shall not increment more frequently than once per calendar year<sup>1</sup>.**

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

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

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

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<sup>1</sup> Requires consequential amendments to 14.08, 20.02, 22.01(c), 22.06(a), 30.01(c), 30.03(c).

- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Committee (NEPAC), or one who has satisfied CRNA that the Employee has completed a training program substantially equivalent to a NEPAC-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
- (ii) in all other cases, Provisional Permit Holders who have applied for issuance of an annual certificate pursuant to the *Health Professions Act, and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the provisional permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

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

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

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

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

## ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(Amended in Article 37: Extended Work Day)

**The Employer would like to discuss:**

- **challenges responding to short notice staffing changes;**
- **cancellation of additional Shifts by Part Time and accepted Shifts by Casual Employees; and**
- **additional Shifts worked by Part Time Employees on unscheduled days.**

### 30.01 Part-Time Employees

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

#### (a) Hours of Work

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.

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

(b) Shift Schedules

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

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

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than six (6) consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

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

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

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

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

*Option 1*

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle; and

- (iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour if worked on the Sunday and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

*Option II*

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle; and

(iv) designated days of rest on three (3) weekends in a six (6) week period, one (1) of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

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

(c) Increment Accrual

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

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

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

~~(iv)~~ Part-time Employees who work at another **site Employer** covered by the Multi-Employer/United Nurses of Alberta Collective Agreement may, once a year, provide proof of hours worked at the Basic Rate of Pay for that other Employer and have those hours applied for the purpose of achieving further increments on the Salary Grid, up to the maximum increment. Hours worked in another Classification, providing it is work covered by this Collective Agreement, shall be included, however the Employee shall be paid in accordance with the wage rate of the classification of the position held by the Employee at the applicable site. No Employee shall receive credit for the same increment hours more than once at the same Employer. **Employees can only advance one (1) step per year as a result of this provision.**

~~(v) — This provision shall come into effect upon Ratification of the Agreement and shall be as follows:~~

~~(A) — Prior to September 1, 2022, and upon proof of hours worked, Employees will be advanced to the highest step on the salary grid achieved working for another Employer covered by this Collective Agreement.~~

~~(B) — After application of 30.01(e)(v)(A) above, Employees can only advance one (1) step per year as a result of this provision.~~

(d) Vacation with Pay

(i) Amend Article 17.02 to read:

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

- (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 7.04;
- (iii) hours worked, excluding overtime, on a Named Holiday;
- (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;
- (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits; and

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

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

(i) *Staff Nurse and Assistant Head Nurse*

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) 6% during the 1<sup>st</sup> employment year;
- (b) 8% during each of the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
- (c) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (d) 12% during each of the 20<sup>th</sup> and subsequent employment years.

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) 8% during each of the 1<sup>st</sup> to 9<sup>th</sup> employment years;

- (b) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (c) 12% during each of the 20<sup>th</sup> and subsequent employment years.

(c) Supplementary Vacation

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

(d) Employee with Less than a Year of Service

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

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

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

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

(e) Named Holidays

Amend Article 18 to read:

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

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

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

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

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

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

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

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

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

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

(f) Sick Leave

Amend Article 19.02 to read:

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

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

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

**(g) Professional Development**

**Amend 35.02 (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 Basic Rate of Pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:**

- (i) Cardio-Pulmonary Resuscitation;**
- (ii) Anaphylaxis;**
- (iii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures);**
- (iv) Evacuation and disaster procedures; and**
- (v) Proper lifting and prevention of back injuries.**

**30.02 Temporary Employees**

- (a)** A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b)** Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.10 shall also specify the expected term of the temporary position.
- (c)** An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

**30.03 Casual Employees**

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

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

(a) Hours of Work

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.  
 (B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.  
 (C) No Employee shall receive payment for Article 30.03(a)(iv)(A) and Article 30.03(a)(iv)(B) concurrently.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four (4) week period starting October 6, 2014. The Employer shall have available for each Casual Employee a calendar indicating the applicable four (4) week periods for calculating overtime.

(b) On-Call/Call Back

Amend Article 9 to read:

9.01 On-Call

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

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

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

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

(ii) more than 72 consecutive hours; and

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

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

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

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

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

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

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

9.08 Telephone Consultation

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

(c) Increment Accrual

(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~~ **Employer** covered by the Multi-Employer/United Nurses of Alberta Collective Agreement may, once a year, provide proof of hours worked at the Basic Rate of Pay for that other Employer and have those hours applied for the purpose of achieving further increments on the Salary Grid, up to the maximum increment. Hours worked in another Classification, providing it is work covered by this Collective Agreement, shall be included, however the Employee shall be paid in accordance with the wage rate of the classification of the position held by the Employee at the applicable site. No Employee shall receive credit for the same increment hours more than once at the same Employer. **Employees can only advance one (1) step per year as a result of this provision.**

~~(iii) This provision shall come into effect upon Ratification of the Agreement and shall be as follows:~~

~~(A) Prior to September 1, 2022, and upon proof of hours worked, Employees will be advanced to the highest step on the salary grid achieved working for another Employer covered by this Collective Agreement.~~

~~(B) After application of 30.03(c)(iii)(A) 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 1<sup>st</sup> employment year;

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

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

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

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

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

(e) Named Holidays

Amend Article 18 to read:

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

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

- (b) Notwithstanding Article 18.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.
  - (c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
    - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
    - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
  - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (f) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
  - (g) In the event Employees are required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

## **ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT**

**The Employer proposes a temporary suspension of this Article for the life of the collective agreement. Please see proposed LOU #\_\_\_ Re: Printing of Agreements**

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

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

### **32.01 Purpose**

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

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

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

### **32.02 Communication**

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

### **32.03 Definition of Time Periods**

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

#### **32.04 Meetings**

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

#### **32.05 Disputes Affecting More Than One Employee**

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

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

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

#### **32.07 Initial Problem-Solving Stage**

- (a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
- (c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

#### **32.08 Formal Dispute Resolution – Grievance Filing**

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

- (b) A grievance shall be initiated within 10 days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven (7) days of the meeting.
- (d)
  - (i) If a resolution is achieved at or following the Article 32.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
  - (ii) If a resolution is not achieved at or following the Article 32.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

### 32.09 **Mediation**

- (a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
  - (i) The mediator shall, within 10 calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
  - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
  - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
  - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

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

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

### 32.11 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.
- (b) Within 10 days after receipt of notification provided for in Article 32.11(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within 10 days after receipt of notification provided for in Article 32.11(b) above, select one (1) of the following arbitrators to hear the Arbitration:

~~Lyle Kanee~~

David Phillip Jones

Andrew C. L. Sims

Leanne Young

Tom Jolliffe

David Tettensor

~~Richard Wilson~~

Mark Asbell

~~Kathryn Oviatt~~

William McFetridge

**William J Johnson**

**Andrew Robertson**

**James Casey**

The selection shall be random.

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

- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.
- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

## ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within 10 days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Local may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.

- (ii) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.
  - (g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 (a) No Employee shall be assigned to work alone on a unit.
- (b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Safety Plan.
- 34.05 The Employer shall implement a Psychological Health and Safety Plan consistent with the current Canadian Standards Association Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Occupational Health and Safety Committee.
- 34.06 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.07 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.
- (b) There shall be a policy supporting zero tolerance of workplace violence, which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this policy.
- 34.08 The Employer shall:
- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
    - (i) engineering controls,
    - (ii) administrative policies, procedures and compliance; and
    - (iii) appropriate personal protective devices and other equipment.
  - (b) share information with and obtain input from the Committee pertaining to all hazard assessments.

- 34.09 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Local.
- 34.10 The Employer will have a policy and will post signage requesting no audio, video photographic recording by patients or public without prior consent of Employees **unless the recording is for purposes of ensuring patient safety.**
- 34.11 In the event of an assault on an Employee, (including but not limited to physical, sexual, verbal or psychological) the Employer shall advise the Employee of their right to report the issue to the police.

## **ARTICLE 37: EXTENDED WORK DAY**

- 37.01 (a) Where the Employer and the Local agree to implement a system employing extended working days and a resultant compressed work week, they shall evidence such agreement by signing a document indicating:
- (i) applicable nursing unit;
  - (ii) applicable positions; and
  - (iii) applicable extended work day option.
- Such list may be amended from time to time by agreement of the Employer and the Local.
- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.
- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.
- (d) The Employer, the Union and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

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

### **Option I: 11.08 Hour Extended Work Day**

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 11.08 hours per day;
  - (ii) be 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

- (iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

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

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

- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of 30 or 35 minutes each, the alternative to be applied by the Employer. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 35 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

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

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

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

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

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

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

- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
  
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
  
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) at least two (2) consecutive days of rest per week;
  - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and

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

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

(h) Does not apply.

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

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

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

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

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

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

(ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 22 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

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

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

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

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 9.75 hours per day; and
  - (ii) be 37.05 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and

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

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

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

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

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

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

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

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 16 in a five (5) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement; and
- (iv) not more than four (4) consecutive extended Shifts, nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

- 11.01 (a) A new Employee shall serve a probationary period of 471 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

37.05 Amend Article 17.02(a) and (b) to read:

**17.02 Vacation Entitlement**

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

- (a) *Staff Nurse and Assistant Head Nurse*
- (i) During the 1<sup>st</sup> year of such employment, an Employee earns a vacation of 116.25 working hours per year;
  - (ii) During each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns vacation of 155 working hours per year;
  - (iii) During each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year;
  - (iv) During each of the 20<sup>th</sup> and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 232.5 working hours per year.
- (b) *Head Nurse, Instructor, Clinical Nurse Specialist and Nurse Clinician*
- (i) During each of the 1<sup>st</sup> to 9<sup>th</sup> years of employment, an Employee earns vacation of 155 working hours per year;

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

37.06 Amend Article 17.02 (d) to read:

17.02 (d) Supplementary Vacation

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

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

37.07 Amend Article 17.04(a) to read:

17.04 (a) *Vacation Pay on Termination*

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

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

- (ii) 6% in the case of an Employee entitled to 116.25 working hours vacation per annum, or 8% in the case of an Employee, entitled to 155 working hours vacation per annum, or 10% in the case of an Employee entitled to 193.75 working hours vacation per annum, or 12% in the case of an Employee entitled to 232.5 working hours vacation per annum, of the Employee's regular earnings from the 1<sup>st</sup> day of \_\_\_\_\_ in each calendar year to date of termination.

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

- 18.01 (c) It is agreed that a Full-time Employee covered by this Article shall be entitled to 11 Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay for 7.75 hours to a maximum of 93 hours per annum.

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

- 18.03 (e) pay for the day referred to in (a), (b) and (c) shall be for 7.75 hours.

37.10 Amend Article 19.02 to read:

- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 11.625 hours for each full month of employment to a maximum credit of 930 hours.

37.11 Amend Article 19.03 to read:

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

37.12 Amend Article 19.05 to read:

- 19.05 (a) When an Employee has accrued the maximum sick leave credit of 930 hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- (b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than 930 hours of sick leave credits shall be entitled to use the additional credits until they fall below the nine hundred and thirty 930 hours thereafter, the Employee shall not accrue greater than 930 hours.

**NEW Amend Article 22.08 by adding (c) to read:**

- 22.08 (c) Pay for the Personal Leave day referred to in 22.08 (a) and (b) shall be for 7.75 hours.**

37.13 Amend Article 30.01(a): 7.01(a)(iv) and (v) to read:

30.01(a) 7.01 (a) (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid their Basic Rate of Pay for such hours or, if applicable, 2X the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

37.14 Amend Article 30.01(e) to read:

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

18.02 (a) A Part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at 1 1/2X the Employee's Basic Rate of Pay.

(b) Notwithstanding Article 18.02(a), a Part-time Employee who works on the August Civic Holiday or Christmas Day shall be paid for hours worked on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at 2X the Employee's Basic Rate of Pay.

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

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

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

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

37.15 Amend Article 30.01(f) to read:

- (a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.
- (b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

37.16 Amend Article 30.03(d) to read:

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

18.02 (a) A Casual Employee who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first 7.75 hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.

(b) Notwithstanding Article 18.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first 7.75 hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02.

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

- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

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

## **ARTICLE 39: JOB DESCRIPTION AND CLASSIFICATION**

**The Employer proposes a temporary suspension of Article 39.03 (d) for the life of the Collective Agreement and a new Letter of Understanding re: A Pilot Classification Appeals Process.**

39.01 For each nursing position in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions shall be on hand and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Local upon request, and whenever changes are made.

### **39.02 New Classifications**

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within 30 days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date the new classification was implemented.
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.
- (e) Should the Parties not be able to agree, the Union may, within 60 days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.

### **39.03 Classification Review**

- (a) Employees who have good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their most immediate supervisor in an excluded management position to have their classification reviewed. The Employer will give consideration to such application and notify the Employee accordingly.

- (b) Should Employees feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.
- (c) The Employer shall notify the Union of its position within 90 days of the matter being brought to the Employer by the Union.
- (d)\* Where the parties are unable to agree, the matter may be subject to the procedures outlined in Article 32: Dispute Resolution Process.
- (e) Should an Employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 14.06.
- (f) An Employee who is reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.

## ARTICLE 42: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

42.01 Subject to Article 42.02, the Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

~~42.02 Where, on the coming into force of this Collective Agreement the funds were paid to a Local or some specific Local administered program, that shall continue, subject to the terms of any existing arrangements.~~

~~Otherwise, the funds shall be paid to Employees unless the Local and the Employer agree otherwise.~~

## **ARTICLE 43: SUBSISTENCE AND CAMP ALLOWANCE**

43.01 Employees who are required to travel beyond a 50 kilometre radius from their home site or 50 kilometres from their normal work area (where that work area exceeds a 50 kilometre radius from their home site) on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Travel and Subsistence or Employer Policy, whichever is higher.

(a) **Meals**

Breakfast	<del>\$10.50</del> <b>13.00</b>
Lunch	<del>\$13.00</del> <b>17.00</b>
Supper	<del>\$24.00</del> <b>27.00</b>

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than 0730 hours;
- (ii) lunch, if the time of departure is earlier or the time of return is later than 1300 hours;
- (iii) dinner, if the time of departure is earlier or the time of return is later than 1830 hours.

(b) **Per Diem Allowance**

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

(c) **Accommodation**

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

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

(d) **Miscellaneous Travel Costs**

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

- (ii) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

#### 43.02 **Camp Allowance**

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

## **ARTICLE 44: MOBILITY**

### **44.01 Sites**

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

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

- (a) An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one (1) site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:
  - (i) Services are best delivered at a variety of places including sites operated by the Employer and places other than sites operated by the Employer, including schools, patients’ homes, places of business, etc.; or
  - (ii) the Service requires specialist Employees or involves a specialized or specific medical Service which, due to insufficient demand at one (1) location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.
- (b) “At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.
- (c) An Employee given a notice of change in position from an “at” a site position (whether single site or multi-site) to an “at or out of” a site position may accept the new “at or out of” position or decline the “at or out of” position transfer and exercise rights under Article 15: Layoff and Recall.

### **44.03 Multi-site Positions**

- (a) A multi-site position is one where the Employees are required to work routinely and on a scheduled basis “at” or “at or out of” more than one (1) site.

- (b) The Employer may create new multi-site positions where necessary either because:
  - (i) they require specialist Employees; or
  - (ii) they involve specialized or specific medical Services which, due to insufficient demand at one (1) location, are best delivered by the same Employees working at more than one (1) site on a regularly scheduled basis.
- (c) The norm will continue to be that most Employees will continue to be employed in single site positions.
- (d) If the Employer establishes a multi-site position, it shall prepare a description of the position, the locations involved and the reason why the position needs to be a multi-site position.

It will provide the Local with:

- (i) the description of the position and the rationale for its creation;
  - (ii) the locations involved and the designated home site;
  - (iii) the proposed implementation date;
  - (iv) whether it is a new position; and
  - (v) whether it results in the elimination of one (1) or more existing positions.
- (e) If the Employer creates new multi-site positions that result in the elimination of existing positions, then the Employer, in consultation with the Union and the Employees, will determine the willingness of the incumbent Employees to accept the new multi-site positions. Those positions will be filled by the transfer of willing qualified incumbents in order of seniority.
  - (f) Any Employee whose position is eliminated as the result of the creation of a new multi-site position who is not transferred to a new multi-site position will receive a notice under Article 15: Layoff and Recall.
  - (g) Any new multi-site positions not filled by the processes in Article 44.03(d) and (e) will be filled by job posting.
  - (h) If the Local, within 10 days of receiving the description of a new multi-site position, objects that it is an inappropriate situation to create a multi-site position, the Local may direct that issue to the Relocation Committee for resolution. The submissions to the Relocation Committee shall include the Local's reasons why the creation of the position is inappropriate.

- (i) In determining whether a multi-site position is appropriate, the Relocation Committee will consider the type and scope of multi-site positions previously agreed to, the description of the purpose of such positions in this Agreement, and the changing nature of the delivery of health care Services.
- (j) For the purposes of Article 7: Hours of Work and Scheduling Provisions, Article 30: Part-time, Temporary and Casual Employees, and Article 37: Extended Work Day, the Employee's Shift schedules shall include the sites other than the home site.
- (k) An Employee given a notice of a change in the position from an "at" a site position to a multi-site position may accept the move, accept the Employee's rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the move and ask that it be reviewed by the Employer and, failing resolution within five (5) days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.
- (l) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain, whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.
- (m) The Employer will provide the Relocation Committee and the Local with the information about the willingness and ability of other Employees to relocate prior to the next meeting of the Relocation Committee.
- (n) The Relocation Committee will decide whether the personal circumstances of the Employee revealed in the objection are such that it is not reasonable for the Employee to be required to accept the multi-site position in accordance with the Employer's notice after considering:
  - (i) The Employee's interests in remaining at a single workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;
  - (ii) The degree to which the Service requires or depends upon the Employee's particular skills, abilities and training;
  - (iii) The availability of other persons able and willing to take the multi-site position; and
  - (iv) Any earlier relocations the Employee experienced that compound the effect of the disruption on the Employee's personal circumstances.

- (o) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the multi-site position in place of the Employee raising objections, it may direct that the multi-site position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of the Employee's position.
- (p) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the transfer, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

#### 44.04 **Permanent Service Relocation**

- (a) Employees given a notice of permanent relocation of their positions to a location over 50 kilometres from their home site may accept the transfer or decline the transfer and exercise their rights under Article 15: Layoff and Recall.
- (b) Employees given a notice of permanent relocation due to Service relocation to a location under 50 kilometres from their home site may accept the relocation, accept their rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the transfer, and ask that it be reviewed by the Employer and, failing resolution within five (5) days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.
- (c) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.
- (d) Each will provide the Relocation Committee and the Local with the information regarding the willingness and ability of volunteers to take the position prior to the next meeting of the Relocation Committee.
- (e) The Relocation Committee will decide, prior to the Employee's relocation, whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for the Employee to be required to relocate in accordance with the Employer's notice after considering:
  - (i) the Employee's interests in remaining at the Employee's existing workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;
  - (ii) the degree to which the relocating Service requires or depends upon the Employee's particular skills, abilities and training;
  - (iii) the availability of other persons able and willing to take the position; and

- (iv) any earlier relocations the Employee experienced that compounds the effect of the disruption on that Employee's personal circumstances or cumulatively results in the Employee being moved in excess of 50 kilometres from the Employee's original location.
- (f) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the position in place of the Employee raising objections to relocation, it may direct that the position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of their position.
- (g) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the relocation, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.

#### 44.05 **Temporary Transfers**

(a) **Meetings**

Employees may be assigned to attend meetings at another site.

(b) **Orientation**

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

(c) **Relocations due to Renovations or Facility or Equipment Maintenance or Failure**

If renovations or facility or equipment maintenance or failure require a temporary transfer of all or part of a unit/program to another site, the following procedures will apply:

If the relocation is anticipated to last for less than 150 days and is for less than 50 kilometres, the Employer may transfer the Employees. In other situations, the decision about which Employees will relocate temporarily will be made as follows:

- (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
- (ii) If fewer Employees than required volunteer to relocate temporarily, then the governing Service Relocation provisions shall apply. An Employee laid off due to this provision shall not forfeit recall rights by refusing recalls to other than the position from which the Employee was laid off.

- (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.

The Employer must provide Employees transferred under this provision with any necessary orientation.

Employees' FTEs will not change due to a temporary transfer under this provision.

Employees transferred under this provision may, for the duration of the transfer, be integrated into the operations and rotations of the receiving site.

Employees will return to the sending site once the need for the relocation is over.

Temporary locations under this Article shall last no more than two (2) years unless the Local agrees to extend that period.

**(d) Education and Skills Maintenance**

The Employer may assign Employees to work at more than one (1) site for educational and skills maintenance purposes.

For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five (5) days' duration, the Employer will wherever possible provide the Employee with 12 weeks' notice and in no event will the period of notice be reduced below three (3) weeks without the Local's consent.

Where an Employee is assigned to another site for skills maintenance purposes because the necessary work environment or patient contact can only be provided at that other site and only at times that are unpredictable and not amenable to substantial advanced notice (for example because they depend upon the presence of certain types or volumes of patients), the Employee will be given reasonable notice in the circumstances.

For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks' notice, or any shorter period of notice agreed to by the Local.

Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two (2) such assignments within a 12 month period without the Local's consent.

The Employer will not transfer an Employee to a location more than 50 kilometres from the Employee's home site under this provision without the Local's consent, which will not be unreasonably withheld.

The Employer shall endeavor to offer staff in similar circumstances similar opportunities to attend other sites for education or skills maintenance.

This clause will not be used for the purposes of regularly scheduling Employees across sites on an ongoing basis or for operational convenience unrelated to the skills maintenance involved.

The Employer will give Employees assigned to another site a reasonable period of site orientation commensurate with their duties at that site.

**(e) Emergency Circumstances**

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

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

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

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

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

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

**44.06 Designated Float Positions**

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three (3) sites, the furthest two (2) sites being no more than ~~100~~ 150 kilometres apart, for the following purposes:
  - (i) Coverage for sick leave;
  - (ii) Coverage for vacation;

- (iii) Coverage for approved leave of absence;
  - (iv) Coverage for educational programs;
  - (v) Coverage for those on skills maintenance;
  - (vi) Surges in workload;
  - (vii) Coverage for unanticipated absences.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
  - (c) One (1) of the sites at which the Employee floats shall be designated as the Employee's home site.
  - (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.
  - (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.
  - (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.
  - (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
  - (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
  - (i) There will be no layoffs as a result of the use of float positions.

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

- (a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
  - (i) Sick leave;
  - (ii) Vacation;
  - (iii) Approved leave of absence;
  - (iv) Educational programs;

- (v) Skills maintenance; **and**
- (vii) for specific jobs of less than three months.**
- (b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may seek an expression of willingness to accept such a position at some future date.
- (c) This will not be used for temporary positions which must be posted under Article 14.02.

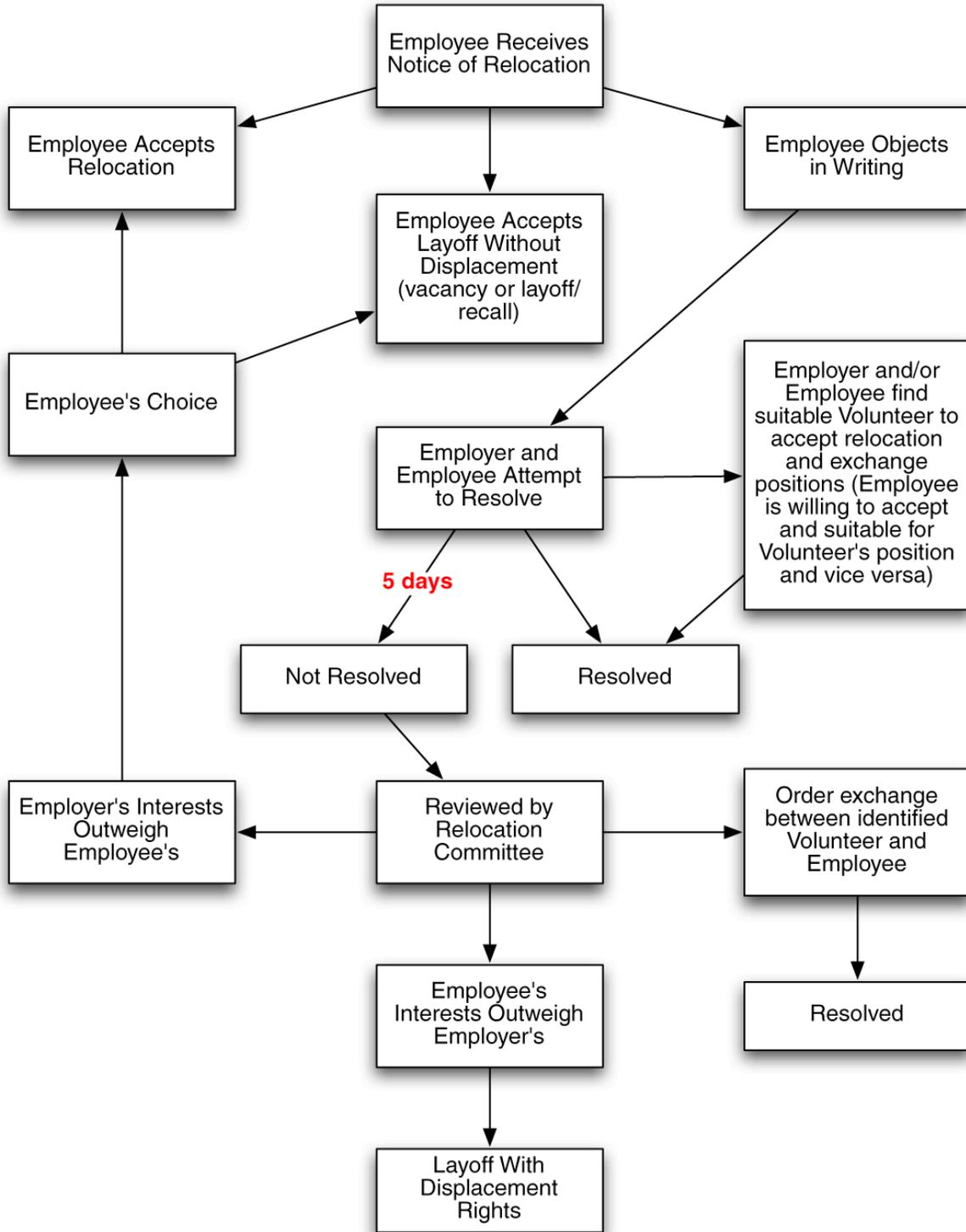
#### 44.08 Relocation Committee

- (a) There shall be a Joint Standing Committee on relocation issues. (“the Relocation Committee”).
- (b) The Relocation Committee will consist of an equal number of nominees from the Employers and the Union. The committee may sit in panels as directed by the Umpire and any panel may exercise the full powers of the committee. Panels of the committee shall consist of three (3) people from the Union and three (3) from the Employers. Panels of the Relocation Committee will meet, as the need arises, on questions of work assignment.
- (c) The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three (3) names submitted by the Union and three (3) names submitted by the Employers. The Umpire will be Ms. Carol Graham. The Alternate Umpire will be Ms. Donna Neumann.
- (d) The agenda will consist of such items that the Collective Agreement allows to be dealt with by the committee. All such matters properly submitted will automatically be placed on the agenda for the next Relocation Committee meeting.
- (e) The Relocation Committee shall meet as necessary and at least monthly and attempt to resolve the issues in dispute under the guidance of the umpire.
- (f) If the Relocation Committee is not able to settle the matter within 10 days after the Umpire’s commencement of discussions between the parties, either party may refer the matter to the Umpire for decision.
- (g) The Umpire shall encourage the parties to reach a consensual resolution of each issue, but failing that, will issue a final and binding decision based on the Umpire’s meetings with the Committee within 10 days of the matter being referred to the Umpire.

- (h) The Relocation Committee and the Umpire may hear submissions from any person it believes may assist the committee or the Umpire in arriving at a decision. The Committee and the Umpire shall proceed informally. If questions of procedure arise that cannot be resolved consensually, the Umpire will settle the process to be followed.
- (i) At any time an Umpire decides a matter, the Umpire will consider the same factors as the Relocation Committee.
- (j) The costs of the Umpire will be shared equally between the parties.

# Multi-Employer / UNA

Article 44.04  
Permanent Service Relocation Process  
(Under 50km)



## LETTER OF UNDERSTANDING #6

### RE: JOINT COMMITTEE

The parties recognize the value of joint discussions related to the ongoing administration of this Collective Agreement.

Whereas it is the intent of the parties to continue the Joint Committee to facilitate these discussions, the parties agree as follows:

1. Within 90 days of ratification of this Collective Agreement, the parties shall appoint representatives to the Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet **quarterly every two (2) months**, or as otherwise mutually agreed, to discuss issues arising out of the administration of this Collective Agreement.
4. The purpose of this Joint Committee will be to:
  - (a) exchange information;
  - (b) engage in discussions regarding issues of mutual concern; and
  - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the parties.
- ~~6. The parties agree to discuss the following topic(s) at the Joint Committee during the term of the Collective Agreement:~~
  - ~~(a) decreasing reliance on printed copies of the Collective Agreement; and~~
  - ~~(b) other items as agreed.~~

## LETTER OF UNDERSTANDING #7

### RE: RETENTION & RECRUITMENT INITIATIVES

**The Employer is open to exploring additional options aimed at improving retention and recruitment and would like to explore seasonal temporary employment and opportunities to promote expedient hiring of net new Employees and addressing skill gaps.**

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current Employees.
- It is anticipated that over the next 10 years, large numbers of senior Employees will retire. Succession planning must address the loss in numbers, as well as the loss of experience. Simultaneously, there will be an increased demand for Services to the system, given the changing demographics.
- Recruitment approaches must balance the need for new Employees, while respecting current Employees.
- It is desirable to recruit and retain both experienced Employees and Employees entering the workforce.
- The retention of current Employees and recruitment of new Employees are shared priority issues.
- Increased Service expansion will create challenges on how to maintain current Service requirements while adding additional capacity.
- Rural and urban Services may have differing human resource needs.
- There is value in early collaboration for effective problem solving.
- In addition to improved working terms and conditions in the current Collective Agreement, additional strategies will be required to address the nursing shortage.
- Decisions made at the Local level are more effective in meeting the needs of the Employer and Employee.

In recognition of these factors, the parties agree to undertake recruitment and retention initiatives as follows:

#### I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

##### 1. Key Principles:

- (a) Recruitment initiatives will have a positive impact on the work environment of current and prospective Employees and will improve the quality of patient/resident/client care;
- (b) Recruitment of new nursing graduates is critical to the sustainability of health care services;
- (c) AHS has committed to have sufficient numbers of regular and temporary positions greater than six (6) months available to be able to hire at least 70% of the Alberta nursing student graduates;
- (d) The Transitional Graduate Nurse Recruitment Program (TGNRP) has been proven to be successful in recruiting and retaining new nursing graduates and supporting the development of confidence and competence to enable new nurses to work independently;
- (e) The TGNRP serves as an employment transition and learning opportunity for Graduate Nurses;
- (f) Mentorship is an important element for success of the TGNRP and will be supported as part of the TGNRP; and
- (g) Transitional Graduate Nurses learn and develop confidence and competence at varying rates depending upon the individual and the Unit/Program, and the TGNRP needs to be sufficiently flexible to accommodate these differences.

2. The Program:

The Employer shall create at least 20 and up to 1000 regular positions in each year of the Collective Agreement.

- (a) A maximum of 25% of the above positions may be regular Part-time positions of no less than 0.7 FTE.
  - (b) These positions shall not be part of the baseline staff count. There shall be no reduction in the number of nursing hours worked on any Unit as a result of the creation of these positions.
  - (c) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for Graduate Nurses.
3. The competition for these positions shall be restricted to Graduate Nurses, Graduate Psychiatric Nurses, Registered Nurses and Registered Psychiatric Nurses who have graduated within the 12 months prior to commencement of the TGNRP and who have not yet obtained a regular position with AHS.
4. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 6 below.

5. Successful applicants for these positions shall work under the guidance of a Registered Nurse, Registered Psychiatric Nurse, Clinical Educator or Clinical Supervisor on each Shift worked. The Employer will make every reasonable attempt to assign a consistent mentor to support each TGNRP participant.
6. TGNRP positions will be posted for a maximum duration of nine (9) months. Recognizing that TGNRP participants will develop confidence and competence at varying rates:
  - (a) The TGNRP participant and the manager and/or assigned mentor will have ongoing discussions regarding the TGNRP participant's progress and, on at least a monthly basis, will review the TGNRP participant's readiness to independently assume the full scope of RN or RPN practice.
  - (b) Once the TGNRP participant and the manager/mentor have determined that the TGNRP participant is ready to independently assume the full scope of RN or RPN practice:
    - (i) The TGNRP participant will be required to make application for available vacant positions of no less than 0.5 FTE. It is agreed that these Employees shall not receive special consideration for vacant positions. Experience gained in the Graduate Nurse and Graduate Psychiatric Nurse positions shall not be used as the deciding factor in the selection of candidates for vacant positions in accordance with Article 14: Promotions, Transfers & Vacancies.
    - (ii) The TGNRP participant can be offered relief hours or shifts paid at the applicable rate of pay when there are no Regular, Temporary or Casual Employees available to work the hours or shifts at the Basic Rate of Pay.
7. TGNRP participants who do not achieve a regular position, within nine (9) months of their initial appointment, will be transferred to casual status.
8. Where Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the TGNRP shall be provided to the Joint Committee.
9. The Employer shall provide available, relevant information to the Union and Local(s) in a timely manner and, in any event, no later than 14 days from the date of the initial request for information.

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

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

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

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

1. The definition of Temporary Employee under Article 2.04(c) is amended to include (iv) "Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than 12 months but less than 24 months.
2. The parties agree that the positions are created for the purpose of accommodating placement of nurses hired under the out-of-country recruitment initiative, and thus, competitions shall be restricted to nurses who are authorized to work under this program.
3. Positions created through this initiative, will be established in high needs areas defined as those with high vacancies, impacted by Service enhancements, subject to high relief or vacation relief that is not met by normal recruitment action. No Regular or Temporary Employee shall experience reduced regular hours as a result of this initiative.
4. Successful applicants for "Extraordinary Temporary Positions" shall be covered by all provisions of the Collective Agreement, pursuant to Article 30.02 in the Multi-Employer/UNA Collective Agreements.
5. An international nurse hired into an Extraordinary Temporary position who holds a temporary permit issued by the College of Registered Nurses of Alberta (CRNA) or the College of Registered Psychiatric Nurses of Alberta (CRPNA) on their date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by CRNA or CRPNA, the Employee shall be paid at the rate applicable to a Registered Nurse/Registered Psychiatric Nurse, retroactive to qualifying criterion in Article 25.02(a) or 25.02(b).
6. The Employer agrees to provide a progress and implementation review of the program initiative to the Union and Local at each affected site.

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

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

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

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

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

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

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

#### **2. Retirement Preparation Program**

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

- (a)
  - (i) The Employee and the Employer may mutually agree to reduce the Employee's clinical hours of work while maintaining the Employee's FTE on either an ongoing or temporary basis. The clinical hours of work shall be reduced to no less than a 0.6 FTE. The balance of the Employee's FTE shall be spent performing project work for the Employer as mutually agreed. (Project work may include research, leadership assignments and special projects.) The Program shall include a written plan detailing how the non-clinical remainder of the FTE will be utilized.
  - (ii) For purposes of this program, "leadership assignments" shall mean "to act as a guide, role model, advisor or counselor who shares practical, day-to-day, applied knowledge with other Employees."
  - (iii) A formal leadership assignment as project work is distinguished from preceptorship under Article 16: Responsibility Allowance, Temporary Assignment and In-Charge in that the duties of the preceptor role are performed concurrently and in addition to the Employee's regular clinical duties. Where the non-clinical portion of this Program is utilized to provide leadership support, this work will be done over and above the regular staff count and there will be no regular clinical duties assigned for the leadership portion of the Program.
  - (iv) The Employer shall not unreasonably refuse such a request.
- (b)
  - (i) The Program shall be reviewed by the Employer and the Employee on at least an annual basis.
  - (ii) The Program may be terminated by either the Employee or the Employer by providing 60 days' notice in writing of such termination.
- (c) Upon reaching mutual agreement regarding the details of the Program, the Employee shall:
  - (i) officially notify the Employer of their intended retirement date, such retirement date being up to four (4) years from the commencement date the Program as agreed by the Employee and the Employer; and
  - (ii) after a period of up to four (4) years participating in the Program, commence retirement, unless otherwise agreed between the Employee and the Employer. The Employer shall inform the Local of all such agreements.
- (d) An Employee participating in the Program shall continue to earn salary at the Employee's pre-Program FTE and accrue benefits according to the Employee's FTE prior to Program participation for the period of participation in the Program.
- (e) All clinical hours vacated shall be filled in accordance with Article 14.15.

**3. Pre-retirement FTE Reduction**

- (a) The parties agree that a Regular Employee for whom the Employer has approved a reduction of the Employee's FTE in accordance with Article 14.15 may continue to contribute to the pension plan in an unreduced fashion, provided the following criteria are met. The Employee must:
  - (i) be eligible for an unreduced pension, or have a combined age and years of nursing employment of 80; and
  - (ii) reduce their FTE by no more than 0.2 FTE and to no lower than a 0.6 FTE for no longer than a 2.5 year period.
- (b) For Employees that have reduced their FTE in accordance with Article 14.15 as part of this Pre-retirement FTE Reduction, Article 14.15(c) is amended to read; "Employees shall not be permitted to decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once."

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

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

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

**The parties may agree to one (1) or more of the following:**

- A. Weekend Worker**
- B. Flexible Part-time Position;**
- C. Seasonal Part-time Position; and**
- D. Benefit-Eligible Casual Position.**

## **A. WEEKEND WORKER**

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

1. The parties may mutually agree to implement a Weekend Schedule in order to meet staffing needs on weekends and individual Employee preferences for a weekend work schedule. Except as provided below, all provision of this Collective Agreement related to Regular Full-time Employees shall apply to Employees on a Weekend Schedule. A Weekend Schedule is defined as a schedule in which Regular, Full-time Employees work weekends in accordance with the following conditions and are treated as a Regular Full-time Employee in all respects.
2. Regular hours of work for Employees on a Weekend Schedule, exclusive of meal periods shall be:
  - (a) a consecutive time period of 11.08 hours per day, such Shifts to occur on both Saturday and Sunday and either Monday or Friday; and
  - (b) 29.55 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
3. Rest periods and meal breaks shall be scheduled in accordance with Article 37.02(B).
4. The scheduling provisions of Article 37.02(C) shall apply, except that Articles 37.02(C)(g)(iii) and 37.02(C)(g)(v) shall not apply.
5. Employees shall be paid for 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
6. **Vacation**
  - (a) Vacation entitlement shall be determined in accordance with Article 37.05.
  - (b) Vacation earned shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.
7. **Sick Leave**
  - (a) Sick leave accrual shall be determined in accordance with Article 37.10 and 37.11.
  - (b) Accrued sick leave shall be taken at an accelerated rate of 1.25 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.
8. **Shift Differential and Weekend Premium**

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

9. **Letter of Portability**

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

10. **Pension**

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

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

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

- (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

**8. Shift Differential and Weekend Premium**

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

**9. Letter of Portability**

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

**10. Pension**

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

**B. FLEXIBLE PART-TIME POSITION**

**1. Purpose**

- (a) The purpose of the Flexible Part-time Position (FPP) is to:
  - (i) provide Employees with an opportunity to increase their FTE, as an alternative to the provisions of Article 14.15;
  - (ii) allow flexibility on additional Shifts not included on the posted schedule;
  - (iii) enhance recruitment by facilitating the creation of higher FTEs; and
  - (iv) create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible.

**2. Definition**

- (a) An FPP is a position with:
  - (i) a specified FTE of no less than 0.4 FTE;
  - (ii) at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and
  - (iii) the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.

- (b) A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.

3. (a) **FPP Implementation**

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

(b) **FPP Termination**

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

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

- (a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).
  - (b) The flexible portion of the FPP shall be scheduled as follows:
    - (i) Employees shall provide the Employer with their:
      - (A) Shift availability for greater than the flexible portion of their FPP; and
      - (B) designated days of rest
- for a four (4) week period. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.

- (ii) Where possible, the Employer will confirm the Employee's Shifts (based on an Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.
- (c) The Employer shall not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees working the extended workday who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)
- (d) Where Employees work a Shift(s) over and above their FPP, Article 30.01(a) shall apply.

**5. Sick Leave**

- (a) Sick leave shall be accrued on all hours worked and paid at the Basic Rate of Pay.
- (b) Sick leave may be taken on any Shift from the scheduled portion or the pre-booked flexible portion of the FPP, in accordance with Article 19: Sick Leave.
- (c) If an Employee is unable to achieve their specified FTE over the four (4) week period referenced in Item 4(b)(i) due to illness or injury, sick leave will be paid up to the specified FTE.

**6. Vacation**

- (a) Vacation will be accrued on all hours worked and paid at Basic Rate of Pay.
- (b) Vacation up to the specified FTE may be requested pursuant to Articles 17: Vacation with Pay, 30: Part-time, Temporary and Casual Employees, and 37: Extended Work Day.

**C. SEASONAL PART-TIME EMPLOYEE**

1. The definition of Regular Employee under Article 2.04(a) is amended to include (iii) "Seasonal Part-time Employee", is one who is hired under the terms of this Letter of Understanding.
2. A Seasonal Part-time Employee shall be covered by the provisions of Article 30.01, except as provided otherwise below.
3. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.

4. A Seasonal Part-time Employee may achieve such a position by **applying on a posted vacancy for a Seasonal Part Time position or by** either requesting that their current position be converted into a Seasonal Part-time position, or that a vacancy posted pursuant to Article 14: Promotions, Transfers & Vacancies be converted to a Seasonal Part-time position. Such request shall not be unreasonably denied by the Employer.
5. A Seasonal Part-time Employee may choose to be paid either:
  - (a) for those hours actually worked; or
  - (b) as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.
6.
  - (a) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be prorated based on the Employee's part-time FTE.
  - (b) Where a Seasonal Part-time Employee opts to be paid according to Item 5(a) above, such Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable Collective Agreement plans.
7.
  - (a) Such Employees' vacation and sick leave accrual shall be based on their regular hours worked.
  - (b) Vacation and Sick leave shall only be utilized during the compressed work period described in Item 3 above.

#### **D. BENEFIT-ELIGIBLE CASUAL EMPLOYEE**

##### **1. Purpose**

The purpose the Benefit-Eligible Casual Employee (BECE) is to:

- (a) retain existing Casual Employees;
- (b) provide flexible options for Employees as they transition through life stages; and
- (c) enhance recruitment opportunities.

##### **2. Definition**

A BECE is a Casual Employee with a guaranteed specified FTE of no less than 0.4 FTE and no specified hours per Shifts or Shifts per Shift cycle. A BECE shall be eligible for sick leave pursuant to Article 19: Sick Leave, benefits pursuant to Article 21: Employee Benefits, and Article 29: Pension Plan, as amended below. Unless otherwise specified below, Article 30.03 shall apply.

3.
  - (a) **BECE Implementation**
    - (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.4 FTE.
    - (ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.4 FTE.
  - (b) **BECE Termination**
    - (i) A BECE may revert to casual status by providing the Employer with 28 days' written notice of their intention to revert to casual status; or
    - (ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.
4. **Scheduling of BECE Shifts**
  - (a) Except for the vacation period, during which the Employer is not obligated to ensure the FTE, the BECE will provide the Employer with Shift availability and Shift choices, which exceed their guaranteed FTE, over a four (4) week period.
  - (b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.
  - (c) Where possible, the Employer shall confirm the Employee's Shifts (based on the Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.
  - (d) The Employer will not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)
  - (e) Where an Employee works a Shift(s) over and above the specified FTE, Article 30.03 shall apply.
5. **Sick Leave**
  - (a) Sick leave will be accrued on the BECE's FTE.
  - (b) Sick leave may be taken up to the BECE's FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury.

- (c) If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve the guaranteed FTE by the end of the four (4) week period.

## 6. **Vacation**

Article 30.03(d) shall apply to all BECE's.

## **VI. WORKFORCE ENHANCEMENT TASK FORCE**

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

## ~~**VII. UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION**~~

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

~~The parties may agree to one (1) or more of the following:~~

- ~~A. Flexible Part-time Position;~~
- ~~B. Seasonal Part-time Position; and~~
- ~~C. Benefit-Eligible Casual Position.~~

### ~~**A. FLEXIBLE PART-TIME POSITION**~~

#### ~~1. Purpose~~

- ~~(a) The purpose of the Flexible Part-time Position (FPP) is to:
  - ~~(i) provide Employees with an opportunity to increase their FTE, as an alternative to the provisions of Article 14.15;~~
  - ~~(ii) allow flexibility on additional Shifts not included on the posted schedule;~~~~

- ~~(iii) — enhance recruitment by facilitating the creation of higher FTEs; and~~
- ~~(iv) — create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible.~~

~~2. —~~ **Definition**

~~(a) — An FPP is a position with:~~

- ~~(i) — a specified FTE of no less than 0.4 FTE;~~
- ~~(ii) — at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and~~
- ~~(iii) — the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.~~

~~(b) — A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.~~

~~3. —~~ ~~(a) —~~ **FPP Implementation**

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

~~—~~ ~~(b) —~~ **FPP Termination**

~~(i) — An Employee may terminate their FPP by:~~

- ~~(A) — providing the Employer with 28 days' written notice of their intention to revert to their pre-FPP FTE; or~~
- ~~(B) — providing the Employer with 28 days' written notice of their intention to reduce their FTE down to the scheduled portion of the FPP.~~

- (ii) ~~An Employer may terminate an FPP by issuing a position elimination notice pursuant to Article 15: Layoff and Recall.~~

#### ~~4. Scheduling of FPP and other Shifts~~

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

~~for a four (4) week period. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.~~

  - (ii) ~~Where possible, the Employer will confirm the Employee's Shifts (based on an Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.~~
- (c) ~~The Employer shall not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees working the extended workday who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)~~
- (d) ~~Where Employees work a Shift(s) over and above their FPP, Article 30.01(a) shall apply.~~

#### ~~5. Sick Leave~~

- (a) ~~Sick leave shall be accrued on all hours worked and paid at the Basic Rate of Pay.~~
- (b) ~~Sick leave may be taken on any Shift from the scheduled portion or the pre-booked flexible portion of the FPP, in accordance with Article 19: Sick Leave.~~
- (c) ~~If an Employee is unable to achieve their specified FTE over the four (4) week period referenced in Item 4(b)(i) due to illness or injury, sick leave will be paid up to the specified FTE.~~

#### ~~6. Vacation~~

- (a) ~~Vacation will be accrued on all hours worked and paid at Basic Rate of Pay.~~

- ~~(b) — Vacation up to the specified FTE may be requested pursuant to Articles 17: Vacation with Pay, 30: Part-time, Temporary and Casual Employees, and 37: Extended Work Day.~~

## **~~B. SEASONAL PART-TIME EMPLOYEE~~**

- ~~1. — The definition of Regular Employee under Article 2.04(a) is amended to include (iii) “Seasonal Part-time Employee”, is one who is hired under the terms of this Letter of Understanding.~~
- ~~2. — A Seasonal Part-time Employee shall be covered by the provisions of Article 30.01, except as provided otherwise below.~~
- ~~3. — A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.~~
- ~~4. — A Seasonal Part-time Employee may achieve such a position by either requesting that their current position be converted into a Seasonal Part-time position, or that a vacancy posted pursuant to Article 14: Promotions, Transfers & Vacancies be converted to a Seasonal Part-time position. Such request shall not be unreasonably denied by the Employer.~~
- ~~5. — A Seasonal Part-time Employee may choose to be paid either:
  - ~~(a) — for those hours actually worked; or~~
  - ~~(b) — as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.~~~~
- ~~6. — (a) — Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee’s benefit coverage and premiums shall be prorated based on the Employee’s part-time FTE.
  - ~~(b) — Where a Seasonal Part-time Employee opts to be paid according to Item 5(a) above, such Employee shall make prior arrangements with the Employer for the prepayment of the Employee’s portion of premiums for the applicable Collective Agreement plans.~~~~
- ~~7. — (a) — Such Employees’ vacation and sick leave accrual shall be based on their regular hours worked.
  - ~~(b) — Vacation and Sick leave shall only be utilized during the compressed work period described in Item 3 above.~~~~

## **C. BENEFIT-ELIGIBLE CASUAL EMPLOYEE**

### **1. Purpose**

The purpose the Benefit-Eligible Casual Employee (BECE) is to:

- (a) retain existing Casual Employees;
- (b) provide flexible options for Employees as they transition through life stages; and
- (c) enhance recruitment opportunities.

### **2. Definition**

A BECE is a Casual Employee with a guaranteed specified FTE of no less than 0.4 FTE and no specified hours per Shifts or Shifts per Shift cycle. A BECE shall be eligible for sick leave pursuant to Article 19: Sick Leave, benefits pursuant to Article 21: Employee Benefits, and Article 29: Pension Plan, as amended below. Unless otherwise specified below, Article 30.03 shall apply.

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

- (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.4 FTE.
- (ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.4 FTE.

### **(b) BECE Termination**

- (i) A BECE may revert to casual status by providing the Employer with 28 days' written notice of their intention to revert to casual status; or
- (ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.

### **4. Scheduling of BECE Shifts**

- (a) Except for the vacation period, during which the Employer is not obligated to ensure the FTE, the BECE will provide the Employer with Shift availability and Shift choices, which exceed their guaranteed FTE, over a four (4) week period.
- (b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.
- (c) Where possible, the Employer shall confirm the Employee's Shifts (based on the Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.

~~(d) — The Employer will not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)~~

~~(e) — Where an Employee works a Shift(s) over and above the specified FTE, Article 30.03 shall apply.~~

~~5. — **Sick Leave**~~

~~(a) — Sick leave will be accrued on the BECE's FTE.~~

~~(b) — Sick leave may be taken up to the BECE's FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury.~~

~~(c) — If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve the guaranteed FTE by the end of the four (4) week period.~~

~~6. — **Vacation**~~

~~Article 30.03(d) shall apply to all BECE's.~~

## LETTER OF UNDERSTANDING #8

### RE: COMBINED POSITIONS

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

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

The parties agree to the following

1. This Letter of Understanding applies to all areas except to the Municipality of Wood Buffalo, Grande Prairie, Edmonton, St Albert, Red Deer, Calgary, Lethbridge and Medicine Hat.
2. Where the Employer has been unable to fill small (less than 0.42) FTE positions through the normal posting provisions or Article 14.15, the Employer may post combined positions to work in specified sites. Such positions shall not be structured to work in more than three (3) specified sites and the sites must be within ~~100~~ 150 kilometres of one (1) another. The posting shall indicate that the positions are combined. The Employer and the Union may mutually agree to the posting of combined positions in circumstances where the Employer has been unable to fill positions with an FTE greater than 0.42. The Union shall not unreasonably deny a proposal for a combined position created from FTEs greater than 0.42.
3. Newly created positions under this Letter of Understanding may be a combination of an “at” position with an “at or out of” position.
4. **Where the Employer and the Local agree, a newly created position under this Letter of Understanding may implement a Shift schedule for Employees which employs both the 7.75-hour work day and an extended work day option and resultant compressed work week. Where that is the case, the Employer and the Local shall evidence such agreement by signing a document indicating:**
  - (i) the applicable position(s); and**
  - (ii) the applicable Site(s); and**
  - (iii) the combination of applicable extended work day option in Article 37.02 and regular working days.**
5. Employees for the above positions will be assigned a home site.
6. Article 7: Hours of Work and Scheduling Provisions

Schedules for Employees will be posted in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for Shift will not activate the Shift change penalty.

7. Article 8: Overtime

Overtime will be paid as per Article 8: Overtime and Article 37: Extended Work Day recognizing total hours worked in all specified sites.

8. Article 11: Probationary Period and Orientation

Orientation as specified in Article 11.03 shall be provided at the home site. A reasonable orientation shall be provided at each of the other sites.

9. Article 13: Evaluations and Personnel File

The most immediate supervisor at the home site of each Employee will do yearly evaluations in accordance with Article 13: Evaluations and Personnel File.

10. A job description will be developed in accordance with Article 39: Job Description and Classification for these positions.

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

## **LETTER OF UNDERSTANDING #10**

### **RE: SCHEDULING**

For the purposes of Article 7: Hours of Work and Scheduling Provisions, the parties agree to the following:

- ~~1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labeling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one (1) hour on a day considered to be a scheduled day of rest.~~
- ~~2. For the purposes of Article 7.02(g)(ii) “two (2) consecutive days of rest” shall mean:
  - ~~(a) For Employees moving from day Shift to day Shift two (2) complete calendar days off, ensuring a minimum of 63.75 hours off duty.~~
  - ~~(b) For Employees moving from day Shift to evening Shift two (2) complete calendar days off, ensuring a minimum of 71.75 hours off duty.~~
  - ~~(c) For Employees moving from day Shift to night Shift one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked ensuring a minimum of 55.75 hours off duty.~~
  - ~~(d) For Employees moving from evening Shift to day Shift two (2) complete calendar days, ensuring a minimum of 55.75 hours off duty.~~
  - ~~(e) For Employees moving from evening Shift to evening Shift two (2) complete calendar days, ensuring a minimum of 63.75 hours off duty.~~
  - ~~(f) For Employees moving from evening Shift to night Shift one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked, ensuring a minimum of 47.75 hours off duty.~~
  - ~~(g) For Employees moving from night Shift to day Shift two (2) complete calendar days off, ensuring a minimum of 71.75 hours off duty.~~
  - ~~(h) For Employees moving from night Shift to evening Shift two (2) complete calendar days, ensuring a minimum of 79.75 hours off duty.~~
  - ~~(i) For Employees moving from night Shift to night Shift one (1) complete calendar day off, one (1) day where no more than one (1) hour is worked, ensuring a minimum of 63.75 hours off duty.~~~~
- ~~3. “Week” shall mean seven (7) consecutive days commencing at 0000h, on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks’ notice.~~

~~4. The Employer and the Local may mutually agree to amend the minimum of hours off duty by up to 2 hours. The Local shall not unreasonably deny a request to amend the minimum of hours off duty.~~

## ~~LETTER OF UNDERSTANDING #11~~

### ~~RE: LUMP SUM CONVERSION~~

#### ~~The parties agree as follows:~~

- ~~1. The lump sum payment provided for in Letter of Understanding #11 of the 2017-2020 Collective Agreement shall be eliminated effective the day before the Date of Ratification.~~
- ~~2. Effective as of the Date of Ratification a salary increase of 2% shall be implemented for all classifications.~~
- ~~3. Employees will be entitled to a final lump sum payment, the amount of which shall be \$875 prorated for the period from October 1, 2021 up to and including the day before the Date of Ratification:~~
  - ~~(a) Full Time Employees shall receive the prorated amount on the first pay day following the pay period which includes the Date of Ratification.~~
  - ~~(b) Part Time and Casual Employees shall receive the prorated amount on the first pay day following the pay period which includes the Date of Ratification, prorated to their regular hours actually worked between October 1 and the day before the Date of Ratification.~~
- ~~4. For the purposes of this Letter of Understanding, "regular hours actually worked" includes:~~
  - ~~(a) Leaves of absence for Union and Local business;~~
  - ~~(b) Other leaves of absence of one (1) month or less;~~
  - ~~(c) Time on sick leave with pay;~~
  - ~~(d) Absences while receiving Workers' Compensation;~~
  - ~~(e) Educational leave up to 24 months; and~~
  - ~~(f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.~~
- ~~5. Employees who commenced employment or change their employment category between October 1, 2021 and the Date of Ratification shall have their entitlement prorated.~~
- ~~6. The payment will be administered in accordance with the Joint Communication issued by the parties November 2015.~~

## ~~LETTER OF UNDERSTANDING #18~~

### ~~RE: PREPAID BENEFITS~~

~~Effective on the first day of the month following ratification the HBTA Benefits Plan shall be amended as follows:~~

- ~~(a) — The HBTA Short Term Disability (STD) and Long Term Disability (LTD) insurance plans shall use an “own job” definition of disability for the first thirty months from the date of disability. Employees with open and active STD or LTD claims filed before the effective date shall continue to be governed by the terms and conditions of the HBTA STD and LTD insurance plans in effect as of the day prior to the contract changes taking effect.~~
- ~~(b) — Occupational Therapists shall be added to the list of Paramedical Practitioners and along with Physiotherapists accessed at a rate of \$50.00/visit for a combined maximum of 20 visits per year.~~
- ~~(c) — There shall be no requirement for a written physician’s order for accessing massage therapy and orthotics.~~
- ~~(d) — Benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor shall be reconfigured to eliminate the per visit and 20 visit per year maximums and implement a combined maximum of \$3000.00 per participant per benefit year.~~
- ~~(e) — There shall be no requirement for a written physician’s order for accessing compression stockings. A tiered fee guide for compression stockings shall be implemented as follows with reimbursement at the following rates (or the Alberta Blue Cross Usual and Customary rates, whichever is greater):~~
  - ~~● — compression stockings with a pressure gradient of less than 20 mmHg will be reimbursed to a maximum of \$68.75/pair;~~
  - ~~● — compression stockings with a pressure gradient between 20-29.99 mmHg will be reimbursed to a maximum of \$218.75/pair; and~~
  - ~~● — compression stockings with a pressure gradient greater than 30 mmHg will be reimbursed to a maximum of \$250.00/pair.~~
- ~~(f) — The Employer agrees to work with the Union to develop strategies and initiatives to address the mental health of the workforce.~~

**~~LETTER OF UNDERSTANDING #24~~**

**~~RE: OVERTIME BANKS FOR THE FISCAL YEAR ENDING ON MARCH 31, 2022~~**

~~The parties agree that Overtime accumulated between April 1, 2021 and March 31, 2022 shall be carried over unless an Employee requests a payout. Any time off not taken by March 31, 2023 shall be paid out.~~

## LETTER OF UNDERSTANDING #25

### RE: TRIAL OF MODIFIED POSTING PROVISIONS

**The Employer would like to discuss the Trial of Modified Posting Provisions (TMPP) and explore opportunities to enhance the LOU to address situations when the Employer needs to increase its capacity quickly, add net new Employees, or address skill gaps.**

The Parties agree to collaborate on a trial intended to explore opportunities for the expedient filling of vacancies by Regular Employees already working within the unit, program or office. Nothing in the trial will restrict the Employer's right to determine whether a vacancy exists. For the purposes of the trial, the parties agree as follows:

1. The vacancy will be made available to all Regular Employees within the unit, program, or office who hold a position in the same classification as the vacancy.
2. The vacancy shall then be awarded on the basis of seniority amongst those Employees internal to the unit, program or office who indicate an interest in the vacancy.
3. The processes outlined in 1 and 2 above will be repeated for consequential vacancies in the unit, program, or office.
4. If there is a vacancy remaining following the processes outlined in 1 - 3 above, such vacancy will then be posted in accordance with Article 14.01.
5. An Employee whose regular hours of work are altered as a result of this process shall not be required to serve a trial period.
6. Employees shall be issued a letter pursuant to the provisions of Article 14.10.
7. The parties will meet within 90 days of ratification to discuss the logistics of the trial.
8. The parties agree to share all relevant information regarding the operation of this Letter of Understanding at each meeting of the Joint Committee.
9. This Letter of Understanding may be cancelled by either party by providing 90 days' written notice.
10. This Letter of Understanding shall expire 24 months from the date of ratification, unless otherwise agreed by the parties.

## ~~LETTER OF UNDERSTANDING #29~~

### ~~RE: LUMP SUM PAYMENT—RECOGNITION FOR SERVICES RENDERED DURING THE COVID-19 RESPONSE~~

- ~~1.—On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.~~
- ~~2.—For the purposes of this one time lump sum payment “regular hours actually worked” includes:~~
  - ~~(a)—Leaves of absence for Union and Local business;~~
  - ~~(b)—Other leaves of absence of one (1) month or less;~~
  - ~~(c)—Time on sick leave with pay;~~
  - ~~(d)—Absences while receiving Workers’ Compensation;~~
  - ~~(e)—Educational leave up to 24 months; and~~
  - ~~(f)—Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.~~
- ~~3.—The payment will be administered in accordance with the Joint Communication issued by the parties November 2015, except that all overtime hours and all time spent in self isolation (paid or unpaid) as a result of potential or actual COVID-19 exposure will also be included.~~

**~~LETTER OF UNDERSTANDING #30~~**

**~~RE: IMPLEMENTATION OF ARTICLE 14.10(g)~~**

~~The parties agree Article 14.10(g) shall be implemented no later than 120 days following the date of ratification. Furthermore, the amendment to Article 14.10(g) does not require the Employer to issue updated letters of hire or transfer to existing employees to replace letters of hire issued prior to the implementation of 14.10(g). In the event of a dispute related to an Employee's unit or units (if applicable) and program or letters of hire, the parties will utilize the provisions of the Collective Agreement and past jurisprudence.~~

**LETTER OF UNDERSTANDING #XX**

**RE: PRINTING OF AGREEMENTS**

**The Parties agree that environmental sustainability is an important objective and small steps help contribute to overall change. As such, the Parties agree to meet within thirty (30) days of the date of ratification to discuss printing requirements and will make reasonable efforts to reduce the number of printed copies.**

**LETTER OF UNDERSTANDING  
BETWEEN  
ALBERTA HEALTH SERVICES (AHS)  
("The Employer")**

**AND**

**UNITED NURSES OF ALBERTA (UNA)  
("The Union")**

**RE: CLASSIFICATION APPEAL PROCESS**

**The Parties agree to collaborate on a trial intended to reduce the amount of time it takes to resolve a dispute resulting from the process described in Article 39.03: Classification Review.**

**This process will replace the dispute resolution process indicated in Article 39.03 (d) of the Collective Agreement between the United Nurses of Alberta and Alberta Health Services.**

**Classification Appeal Request**

**Employees who wish to have a classification decision further reviewed, in consultation with their Union Representative shall submit a written request to the Employer (Human Resources – Job Evaluation) within thirty (30) days of the time the Employee received written notification of the classification decision.**

**The written request shall:**

- (i) outline the reasons the Employee believes the classification decision is not appropriate; and**
- (ii) identify an existing classification within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale); and**
- (iii) any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.**

**Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources – Job Evaluation) and the Union Representative will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) days.**

### **Internal Appeal Process**

**Following confirmation of appeal validity, as noted above, the Employer (Human Resources – Job Evaluation) will conduct a further internal review based on the information provided, which will include discussions with the Employee, the Employee’s Manager and/or Director and the Union. The Employer (Human Resources – Job Evaluation) will provide a written response to the request for appeal to the Employee and the Union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.**

**In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Director, Job Evaluation (or designate), within thirty (30) days following the date the decision was communicated in (i) above.**

**The Director, Job Evaluation (or designate), shall meet with the Employer (Human Resources – Job Evaluation) and the Union Representative within (60) days of the appeal being advanced to this level (Internal Appeal). Both parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) days, prior to the date of the appeal hearing.**

**The decision of the Director, Job Evaluation (or designate), will be communicated to the Union within ten (10) days of the internal appeal hearing.**

### **External Appeal Process**

**In the event the Union and Employee do not agree to the classification decision by the Director, Job Evaluation (or designate), the Union may submit an appeal of the decision to the Employer (Human Resources – Job Evaluation), within thirty (30) days of the reply from the Director, Job Evaluation.**

**The Parties agree that a single external classification consultant (Appeal Chair), agreed to by the Parties, shall be appointed to hear the appeal. Decisions will be based on the Employer’s classifications, classification system, current approved job description, and job methodology, in effect within Alberta Health Services.**

**The appeal hearing will be scheduled for both Parties to present their rationales and supporting documentation to the Appeal Chair. This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.**

**Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.**

**The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both Parties.**

**The Appeal Chair shall be selected from a standing list of consultants agreed to by the Parties. The fees and expenses of the Appeal Chair shall be shared equally between the Parties.**

**Salary treatment upon classification change shall be in accordance with Article 14.06 of the Collective Agreement.**

**For the purpose of the Classification Appeal Process, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 18.**

**Time limits may be extended by mutual agreement in writing between the Union and the Employer.**