

UNA INGOING

COLLECTIVE AGREEMENT

BETWEEN

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

- and -

THE UNITED NURSES OF ALBERTA

FOR THE PERIOD

APRIL 1, 2020 2024 - MARCH 31, 2024 2026

COLLECTIVE AGREEMENT MADE THIS 27TH DAY OF JANUARY 2022,

BETWEEN

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

AND

UNITED NURSES OF ALBERTA

PREAMBLE

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

AND WHEREAS the parties recognize that a **respectful and positive work environment, including safe staffing and a safe and healthy workplace is essential to the retention and recruitment of Employees. The aforementioned attributes** raises the level of job satisfaction for Employees which directly impacts the quality of patient/resident/client care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

AND WHEREAS a just culture shall be supported and actively fostered by all levels of both management and UNA. A just culture acknowledges errors as fact and does not punish individuals for system failures of which they have no control over, but reinforces the need for professional accountability.

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, ~~2020~~ **2024**, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later up to and including March 31, ~~2024~~ **2026**, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.

ARTICLE 2: DEFINITIONS

- 2.20 **“Anniversary Date” shall mean the Employee’s most recent date of hire with the Employer.**

NOTE - The Union wishes to discuss the definition of unit with the Employer and may subsequently develop formal proposals after this.

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.

NOTE - 5.06(b) Add “Classification” to the UNA dues report template.

- 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. **If the request for Union leave of absence is less than two (2) weeks’ notice, the Employer will provide a written response as soon as possible.**
- (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~~ at the **Basic Rate of Pay for the total cost of the absence, plus a 15% administration fee.**

5.08 Hours worked by Local Executives performing Union or Local business shall be recognized for Local Authorities Pension Plan (LAPP), increment progression, Retirement Savings Plan (RRSP), and Tax Free Savings Account (TFSA) to a maximum of 1.0 FTE.

5.09 The Employer shall provide monthly reports to the Local of positions, or parts of positions, that are being eliminated, inactivated or are being converted to non-bargaining unit positions.

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~~ **8.25** consecutive hours per day; and
 - (ii) ~~36.84~~ **39.19** 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~~ **include** 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~~ **2X 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:~~ **at 3X their basic rate of pay.**
 - (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~~) **(only by request of Employee);**
 - (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 (i), (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 (i) (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 **subject to the terms of this Collective Agreement**. 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.

7.04 **Schedule Changes**

NOTE - Union wishes to discuss this clause.

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving ~~14~~ **28** days' notice of the change, they shall be paid ~~2X~~ **3X** their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes Employees' scheduled days off with 28 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.**
 - (iii) changes Employees' scheduled Shift, but not their scheduled days off, without giving ~~14~~ **28** days' notice of the change, they shall be paid ~~2X~~ **3X** their Basic Rate of Pay for all hours worked ~~during the first Shift~~ of the ~~changed~~ **adjusted Shifts in the schedule.**
 - (iv) changes Employees' scheduled Shift, but not their scheduled days off, with 28 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked of the adjusted Shifts in the 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, **within a 12 week time period**, 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.

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) Additional Shifts and overtime hours shall be distributed as equitably as possible.**
 - (c) When replacing an absent Employee, the Employer shall reasonably attempt to replace the Employee with another Employee with an equivalent classification (like with like).**
 - ~~(b)~~**(d)** 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.
 - ~~(e)~~**(e)** Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. **The Employer shall indicate approval or disapproval in writing of the request to take time off within 14 days of the request. If the request is denied the Employer will advise the Employee in writing of the reason(s) for the denial.** Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied. **Any denied time off in lieu of overtime shall be carried over upon request.**
 - ~~(d)~~**(f)** 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.

- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime. **If designating mandatory overtime is required, it will be the sole responsibility of the Employer. The mandatory overtime rate of 3X the applicable Basic Rate of Pay shall be paid for all mandatory overtime worked.**
- (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) **An Employee shall be reimbursed for all nonrefundable costs when mandated to work.**
- ~~(e)~~(f) ~~Effective April 1, 2022, †~~The Employer shall provide to the Union, on a bi-weekly basis, a report of mandatory **and non-mandatory** overtime hours, **unfilled Shifts and staff substitutions** by cost centre.
- 8.06 Following working a Shift, an Employee who then works in excess of ~~four (4)~~ **three (3)** hours overtime shall be provided with access to a meal and snacks at no cost. **If access to a reasonable meal and snacks is not available, the Employer will provide the Employee \$24.00.**
- 8.07 (a) Where Employees works overtime immediately following their Shift and there is not a minimum of ~~eight (8)~~ **ten (10)** consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, Employees shall be entitled to ~~eight (8)~~ **ten (10)** 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

NOTE - The Union wishes to discuss regularization of on-call.

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 **and 7.03, 7.04 and 7.05 shall apply to the on-call schedule.**
- (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 **or night** prior to that day. The Employer shall endeavour to avoid placing an Employee "on-call" on the evening **or night** prior to vacation or the evening **or night** prior to an approved leave of absence.
- (c) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening **or night** 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~~ **\$15.00** per hour to Employees who are assigned on-call duty on a regular work day, and ~~\$4.50~~ **\$22.50** per hour to Employees who are assigned on-call duty on their days of rest or Named Holiday.

- 9.07 (a) Where Employees works pursuant to this Article and there is not a minimum of ~~eight (8)~~ **ten (10)** 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)~~ **ten (10)** 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~~ **60** minutes, the Employee shall be compensated at the overtime rate for ~~30~~ **60** minutes. **The provisions in 9.07(a)(b) above apply to 9.08 Telephone Consultation.**

- 9.09 **If an Employee lives greater than 30 minutes (or what the expected time of arrival is) away from the Employer's site, then an accommodation off site shall be provided by the Employer free of charge.**

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¢~~ **68¢** per kilometre **for the first 5,000 kilometers driven per year, 62¢ per kilometre driven after that** from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).
- 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~~ **\$750** 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~~ **\$162.50** per month on account of that requirement. **If the Employee's vehicle is out of commission for maintenance, collision repair or servicing the Employer shall provide a fleet vehicle, pay costs of a rental car, or taxi fare.**
- (b) Allowances for Part-time Employees shall be paid monthly and prorated based on the Employee's FTE **and additional hours worked** and then adjusted quarterly **up to Full-time hours** to reflect the FTE **and additional** ~~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, t~~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~~ **10** kilometres to their travel. In that case, the Employee will be paid kilometerage and time for the additional travel. The question of whether the trip adds more than ~~20~~ **10** 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.

10.08 The Employer shall provide winter studded tires on all fleet vehicles.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

(Amended in Article 37: Extended Work Day)

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

11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first ~~seven (7)~~ **ten (10)** Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the home site shall be provided prior to the conclusion of the aforementioned ~~seven (7)~~ **ten (10)** Shifts. Where the Employee will be on rotating Shifts, the first ~~four (4)~~ **five (5)** Shifts shall be day Shifts and the Employee's first ~~two (2)~~ **five (5)** Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned ~~seven (7)~~ **ten (10)** Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied. **During the orientation period the orientee shall be supernumerary.**

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- (c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.
- (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation; **or within twelve (12) months from the date of the Letter being issued** the Letter is deemed to be removed from the personnel file.

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than 10 calendar days in advance of making an appointment. Each vacancy shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or casual basis only.

- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
 - (i) a general description of the work;
 - (ii) whether the position is an at a site position or an at or out of a site position;
 - (iii) the home site and other sites if the position is a multi-site position;
 - (iv) the unit or units (if applicable) and program;
 - (v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; ~~and~~
 - (vi) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer; **and**
 - (vii) For temporary positions, the notice of vacancy shall also indicate the expected term **and the reasons(s) the position is temporary.**
 - (viii) **The Employer shall provide a minimum of 14 days' notice in writing to the Local and Employee to end a temporary position if it ends before 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. **When an Employee is required to “float” to another unit on an exceptional basis the Employer shall notify the Local forthwith.**
- 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 **into their former position** ~~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. **The request to extend a temporary position must be made 14 days prior to the expiry of the temporary position.**

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~~ **placed at the same step in the salary appendix that they held prior to the promotion.**

- 14.11 (a) 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~~ **12** months. **If a Regular Employee accepts a temporary position outside of the bargaining unit, the resultant vacancy shall be posted as a temporary position, not exceeding 18 months.** During this **12 or 18** month period **(as applicable)**, the former Employee may be reinstated into the Employee's former position. The Local shall be notified whenever this clause is applied.
- (b) **As per 14.11(a), if a Regular Employee has a position that is outside the scope of the bargaining unit and gives notice in writing that they are not returning to their in-scope position, the Employer shall post the in-scope position as a regular vacancy.**

ARTICLE 15: LAYOFF AND RECALL

(Not Applicable to Temporary Employees)

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)~~ **six (6)** months premium.
- (b) Employees laid off for more than ~~three (3)~~ **six (6)** 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.

ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE

16.01 **Responsibility Allowance**

- (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) ~~and which comprise at least 25% of the Employee's workload~~ and ~~regularly~~ includes the supervision of and/or coordination of other Employees, shall be paid ~~\$2.00~~ **\$5.00** per hour in addition to the Employee's Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

16.02 **In Charge Pay**

- (a) The Employer shall designate a ~~person~~ **Registered Nurse or Registered Psychiatric Nurse** to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of ~~two (2)~~ **one (1)** hours or more, an alternate will be designated in charge.

- (b) ~~(i)~~ When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional ~~\$2.00~~ **\$5.00** per hour.
- ~~(ii)~~ ~~When an Employee who holds the position of an Assistant Head Nurse is designated in charge of a unit, such Employee shall be paid an hourly rate which is no less than what a Staff Nurse at the same pay step would be paid when designated in charge.~~
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the processes, tools or algorithms for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Persons designated in charge shall have the authority to augment staff (which may include authorization of overtime) to ensure patient safety considering the volume of patients on the unit and their acuity. In exercising this authority, Employees are expected to use their critical thinking skills, along with their professional and clinical judgment subject to any Employer-issued processes, tools or algorithms.
- ~~(e)~~ ~~Where, as of June 14, 2010, the person in charge of a unit on a specific Shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific Shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.~~
- ~~(f)~~(e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.04 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid ~~\$3.00~~ **\$7.00** per hour in lieu of the premium outlined in Article 16.01(a) or Article 16.02(b).

16.05 **Temporary Assignment**

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

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

- (c) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional ~~\$2.00~~ **\$5.00** per hour.

16.06 Preceptor Pay

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional ~~65¢~~ **\$4.00** per hour.
- (c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students, **Hybrid Undergraduate Nurses, Transitional Graduate Nurse Recruitment Program (TGNRP) nursing graduates, military students, paramedic students, Internationally Educated Nurses (IEN), and supervision requirements for regulatory bodies.**

16.07 Orientation Duty Pay

- (a) **The Employer shall assign a Registered Nurse or Registered Psychiatric Nurse for the purposes of orientation and familiarization to unit/program practices, policies and duties for new hires, transferred Employees, Employees returning to work after a leave of absence, charge duties or Employees starting a new role within a unit or program in which orientation/refamiliarization is required.**
- (b) **A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer to perform orientation of the individuals listed in 16.07(a) above shall receive an additional \$2.00 per hour for the hours that orientation is provided by the assigned Registered Nurse or Registered Psychiatric Nurse. This premium is solely for the orientation of Employees on Shifts where patient/resident/client care is being delivered.**

ARTICLE 17: VACATIONS WITH PAY

NOTE - The Union wishes a full and frank discussion regarding vacation and how it is operationalized and may develop formal proposals after this (which includes but not limited to - the requirement for 75% of vacation on the planner, blackout periods, mandated to work during vacation, and changing of vacation liabilities).

17.02 Vacation Entitlement

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

~~(a) — *Staff Nurse and Assistant Head Nurse*~~

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

- ~~(i) — during the 1st year of such employment, an Employee earns a vacation of 15 working days;~~
- ~~(ii) — during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;~~
- ~~(iii) — during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;~~
- ~~(iv) — during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.~~

- (a) 20 work days during 1- 4 years of continuous service**
- 21 work days during 5 years of continuous service**
- 22 work days during 6 years of continuous service**
- 23 work days during 7 years of continuous service**
- 24 work days during 8 years of continuous service**
- 25 work days during 9 years of continuous service**
- 26 work days during 10 years of continuous service**
- 27 work days during 11 years of continuous service**
- 28 work days during 12 years of continuous service**
- 29 work days during 13 years of continuous service**
- 30 work days during 14 years of continuous service**
- 31 work days during 15 years of continuous service**
- 32 work days during 16 years of continuous service**
- 33 work days during 17 years of continuous service**
- 34 work days during 18 years of continuous service**
- 35 work days during 19 years of continuous service**
- 36 work days during 20 years of continuous service**
- 37 work days during 21 years of continuous service**
- 38 work days during 22 years of continuous service**
- 39 work days during 23 years of continuous service**
- 40 work days during 24 years of continuous service**
- 41 work days during 25 years of continuous service**
- 42 work days during 26 years of continuous service**
- 43 work days during 27 years of continuous service**

44 work days during 28 years of continuous service
45 work days during 29 years of continuous service

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

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

~~(e)(b) *Employee with Less than a Year of Service*~~

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

~~(d)(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. **If the supplementary vacation is not taken prior to the next supplementary vacation employment anniversary date it will be added to the Employees vacation bank.** ~~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.~~

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

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

17.03 Time of Vacation

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

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

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

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

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

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

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

ARTICLE 18: NAMED HOLIDAYS

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

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

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	National Day for Truth and Reconciliation

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta;

- (ii) The Government of Canada; and
 - (iii) any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.
 - (b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional **two (2) holidays as a “Floater” holiday Recognition Days** in that year. Such **two (2) holidays shall be selected by the Employee, who will give the Employer at least 30 days’ notice and** granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, ~~the Employee shall receive payment for such days at the Employee’s Basic Rate of Pay.~~ **such days will be treated in the same manner as the other Named Holidays.**
- 18.03 (a) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at ~~1-1/2X~~ **2X** the Employee’s Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee’s next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee’s Basic Rate of Pay.
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at ~~2X~~ **3X** the Employee’s Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee’s next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee’s Basic Rate of Pay.
- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least ~~four (4)~~ **five (5)** of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these ~~four (4)~~ **five (5)** Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

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

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

19.13 If an Employee is required to isolate or quarantine there will be no loss of pay and the time will not be deducted from their sick leave bank.

ARTICLE 20: WORKERS' COMPENSATION

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

ARTICLE 21: EMPLOYEE BENEFITS

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

- (a) HBTA Supplementary Health Benefits Plan inclusive of:
 - (i) vision care coverage providing for annual eye exams and up to ~~\$600~~ **\$1000** every two (2) calendar years per person for corrective lenses. ~~This shall be inclusive of 100% coverage for elective corrective laser eye surgery;~~ **If protective eyewear is required, the Employer will pay 100% of the cost;** and
 - (ii) ~~80%~~ **100%** direct payment provision for all medication prescribed by a qualified practitioner **and all vaccinations (including injection, administration and dispensing fees)**. Subject to continuation of Joint Appeal Panel and criteria that medication must be a substance:
 - (A) prescribed by a physician, dentist, pharmacist or nurse practitioner to correct or treat a medical condition: that is
 - (B) based on a diagnosis made by a physician, dentist or nurse practitioner; and
 - (C) which is required to be consumed (orally, by injection, absorbed or inhaled); and is
 - (D) dispensed by a pharmacist;
- (b) Alberta Health Care Insurance Plan;
- (c) The HBTA:
 - (i) Basic Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
 - (iii) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum ~~following a 7 day elimination period where applicable~~. The Short-term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. ~~In the particular case of Employees who have insufficient sick leave credits to satisfy the 7 calendar day elimination period, the Short-term Disability shall commence on the 8th day following the commencement of non-hospitalized sickness~~)

- (iv) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
- (d) The HBTA Dental Benefits Plan or equivalent, inclusive of reimbursement of ~~80%~~ **100%** of eligible Basic Services; ~~50%~~ **80%** of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and ~~50%~~ **80%** of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of ~~\$3,000~~ **\$5,000** per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of ~~\$3,000~~ **\$5,000** per insured person.

21.03 The **extended health and dental** premium costs shall be ~~paid shared 75% by the Employer and 25% by the Employee~~ **100% by the Employer**.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Articles 22.04 and 22.05 where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Article 22.04(f) or 22.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to the Employee's home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

22.03 Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first ~~five (5)~~ **fourteen (14)** calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (i) **An Employee's immediate family shall include a person who over time has acted in the capacity of an immediate family member or the spouse's immediate family member.**
- (ii) **An Employee or an Employee's spouse who experience a miscarriage or stillbirth are eligible for bereavement leave.**
- (b) In the event of a death of another relative or close friend, the Employer ~~may~~ **shall** grant up to one (1) working day off with pay to attend the funeral services. **Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.**

22.04 Maternity Leave

- (a) Employees who have completed 90 days of employment shall, upon written request providing at least two (2) weeks' advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.
- (b) **An Employee on Maternity leave shall be provided with full salary top up (including benefits and pension) without pay and benefits**, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium ~~payments~~ **costs** shall **continue to** be administered in the same fashion as an Employee absent due to illness.

- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) ~~75%:25%~~ **The Employer will pay 100% of the extended health and dental premium costs** ~~sharing will continue for 12 full weeks~~ following the conclusion of the health-related period of maternity leave, ~~provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.~~
- (f) An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (g) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

22.05 Adoption/Parental Leave

- (a) Employees who have completed 90 days of employment shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) day's notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

- (d) **An Employee on adoption/parental leave shall be provided with full salary top up (including benefits and pension). ~~75%:25%~~ The Employer will pay 100% of the extended health and dental premium costs ~~sharing will continue for 12 full weeks of adoption/parental leave provided that the Employee makes arrangements to prepay their share of the premium prior to commencement of the adoption/parental leave~~ for the entire duration of the adoption/parental leave.**

22.08 Personal Leave

- (a) Each Employee shall be entitled to ~~three (3)~~ **six (6)** Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied. **The Employer shall indicate approval or disapproval in writing of the request within 14 days of the request (as applicable). If the request is denied the Employer will advise the Employee in writing of the reason(s) for the denial.**
- (b) If Employment commences on or after August 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:
- (i) August 1st – November 30th: ~~two (2)~~ **four (4)** Personal Leave days
- (ii) December 1st – March 31st: ~~one (1)~~ **two (2)** Personal Leave days.
- (c) **Employees who work an extended work day shall be entitled to six (6) Personal Leave days as extended work days with full pay.**

22.13 Domestic Violence Leave

- (a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence ~~without pay~~ for a period of up to ten (10) days **with pay** in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

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

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

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. **If the Employer denies a Local representative to be able to attend a disciplinary discussion the meeting shall be rescheduled in order for the Local representative to be able to attend.** However, should the ~~Union~~ Local 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.

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

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. **A Full-time Employee shall be entitled to advance to the next step on the salary appendix on each of their Anniversary Dates to the maximum increment on the salary appendix.**

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

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

NOTE - Delete Baccalaureate Degree educational allowance (\$1.25 per hour) and incorporate it to all rates and classifications in the Salary Appendix.

- (b) For Employees employed as of the Date of Ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.
- 26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 (a) ~~Allowances for education are not cumulative and an Employee shall be paid only for the highest for all qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.~~
- (b) In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a Canadian Nurses Association Certification or International Board of Lactation Consultant Examiners Certification must be applicable to the position held by the Employee and must be current.
- (c) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nurses Association, the Employee will receive an additional hourly allowance in the amount of 50¢ per hour which will form part of the Employee's Basic Rate of Pay.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows: **so that all experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment on the salary appendix.**

- ~~(a) Experience prior to a five (5) year lapse will not be recognized.~~
- ~~(b) All experience satisfactory to the Employer shall be recognized on a one for one basis, up to the top increment in the salary scale.~~
- ~~(c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.~~

27.03 An Employee's adjusted starting salary shall be paid from the date the Employee provides proof of previous experience to the Employer retroactive to their date of hire to a maximum of 12 months.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 Shift Differential

- (a) A Shift differential of ~~\$2.75~~ **\$5.00** per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of ~~\$5.00~~ **\$10.00** per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (c) No Employee shall receive payment under Articles 28.01(a) and 28.01(b) concurrently.

28.02 Weekend Premium

A weekend premium of ~~\$3.25~~ **\$8.00** per hour shall be paid:

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1500 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

28.03 **Peak Period**

A peak period premium of \$5.00 per hour shall be paid for all hours worked from June 1st to September 6th and from December 15th to January 6th.

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

ARTICLE 29: PENSION PLAN

~~29.03 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first year of service.~~

- 29.05 (a) The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). The Employer shall also provide a Tax Free Savings Account (TFSA). Employees shall determine the allocation of contributions to either the RRSP or the TFSA. Employees may change their allocation effective April 1st of each year.
- (b) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of regular earnings into either the RRSP or TFSA:
- (i) Employees may contribute into the RRSP until December 30th of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP; or
 - (ii) Employees may contribute into the TFSA. The Employer shall match the Employee's contributions into the TFSA.

- (c) Regular Employees who, by virtue of their age, no longer qualify under Article 29.05(b)(i), shall have the option of reallocating contributions to the TFSA as per Article 29.05(b)(ii) or receive an additional 2% of their regular earnings. Employees may change their allocation between participating in the TFSA and receiving 2% of regular earnings effective April 1st of each year.
- (d) “Earnings” as defined in Article 29.05(b) above, will include WCB earnings. ~~until such time that the Employee exhausts accrued sick leave credits and is deemed to be on sick leave without pay.~~

29.07 Temporary and Casual Employees are eligible to participate in the supplemental pension plan pursuant to Article 29.05.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(Amended in Article 37: Extended Work Day)

NOTE - Consequential changes.

- Employees may agree to exchange their designated days of rest (DDOR) to other non-scheduled days and they must agree to the exact date of a moved DDOR (not just that it is moved).
- The Employer shall provide a minimum of 14 days’ notice in writing to end a temporary position if it ends before the expected term.
- Casual Employees shall be entitled to overtime worked in excess of 73.63 hours in a two (2) week pay period.
- All Part-time/Casual Employees use 1920.75/1711.5 (which will have consequential changes to reflect the paid meal period). *Note - this will impact a number of Local Conditions and each Local impacted shall determine what they wish to do with Full-time hours.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

31.01 Following the signing of the Collective Agreement, each Employee affected **and new Employees** shall be provided with a copy **in booklet form** by the Employer ~~within seven (7) days of receipt of the copies by the Employer~~ **upon request**. 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

32.03 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. **With the exception of 32.08(c)** 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.

32.08 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 **upon request prior to the resolution meeting** 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.

32.11 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
Michael Hughes
Jean Munn

David Tettensor
~~Richard Wilson~~
Mark Asbell
~~Kathryn Oviatt~~
William McFetridge
Paulette DeKelver
Greg Francis

The selection shall be random.

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

- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.

- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 33: COMPENSATION ERRORS

33.02 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:

- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a ~~12~~ 6 month period starting the day the ~~Employee~~ **Employer became** is made aware an overpayment exists.
- (b) If the amount involved is less than \$200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.
- (c) If the amount involved exceeds \$200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Attachment A, with a copy to the Local and the Employee.
- (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
- (e) The Employer may recover overpayments by deductions from an Employee's earnings:

- (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay at a rate not to exceed \$25 per \$200 of Gross Earnings;
 - (iii) if the Employee resigns or is terminated for cause, from the final pay or other funds due on termination.
- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;
 - (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
 - (i) resolve the matter based on written submission alone;
 - (ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
- (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

ATTACHMENT A

Overpayment Recovery Notice

You must reply to this notice as soon as possible and in any event within 25 days – See Article 33: Compensation Errors of the Collective Agreement

Overpayment Information <i>(to be completed by Payroll)</i>	
Employee Name:	Employee Number:
Net Overpayment Amount \$	Date of Overpayment
A net overpayment has been identified as a result of the following circumstances:	
<i>*(for completion by the Employee)</i> If you dispute that there has been an overpayment OR the accuracy of the amount involved, please explain why:	
*Repayment Options <i>(for completion by the Employee)</i>	
Please fill in your choice of repayment option:	
<input type="checkbox"/> Collect the entire amount from my next cheque. Total net amount of \$	
<input type="checkbox"/> Collect ____ % of my gross earnings per pay period until the full amount is paid (failure to reach agreement on a repayment schedule or failure to respond within 25 days will result in deductions at a rate of 12.5% of gross earnings per pay period except where this would reduce earnings below minimum wage)	
<input type="checkbox"/> Pre-Authorized Debit for the entire amount. Total net amount of \$	
<input type="checkbox"/> Attached is a personal cheque for the entire amount. Total net amount of \$	
* <input type="checkbox"/> Attached are __ post-dated cheques for \$ ____ each to address the amount in full	

Collect the amount of recovery required from one or more of the following banks (subject to tax and applicable deductions):

Overtime		Bank
Statutory	Holiday	Bank
Vacation Bank		

I dispute the overpayment claim and as a result, I am not selecting any of the repayment options above.

***Please make the cheques payable to Alberta Health Services (*A service charge will be applied for any cheques that do not clear due to insufficient funds (NSF)*)

Authorizations

Employee (<i>Name first, last</i>)	Signature	Date (<i>yyyy-mm-dd</i>)
Cc: UNA		

cc: UNA

ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. **When faced with occupational health and safety decisions, the Employer shall not wait for full scientific or absolute certainty before taking reasonable and precautionary action(s) to try and reduce risk and protect Employees.** Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the ~~Basic applicable R~~rate of ~~P~~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 applicable R~~rate of ~~P~~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. **At a minimum, Local OHS Committee members shall participate in hazard assessments in all areas annually and upon request.**
- 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 **and support** the Employee of their right to report the issue to the police.
- 34.12 **The Employer will ensure adequate stocks of NIOSH-approved N95 respirators or approved equivalent or better (or such other personal protective equipment as the parties mutually agree in writing to). Personal protective equipment must be made available to Employees at short notice in the event there are reasonable indications of the emergence of a pandemic, epidemic, or outbreak of an infectious disease in the area they work.**
- 34.13 **If based on the Employee's risk assessment they determine that specific personal protective equipment (PPE) is required for a patient interaction, they shall have immediate access to the appropriate PPE. Such equipment could include fit tested N95 respirators or approved equivalent protection.**
- 34.14 (a) **A critical incident is defined as an event or a series of events that has a stressful impact sufficient enough to overwhelm the usually effective coping skills of either an individual or a group.**
 - (i) **Following a critical incident, an Employee may request to be provided with down time during the shift without loss of pay following the completion of the critical incident. The Employee's request shall not be unreasonably denied.**
 - (ii) **If an Employee requests mental health services including peer support, and specialized Employee & Family Assistance Program (EFAP) services such as trauma support, the Employee's request shall not be unreasonably denied.**
- (b) **For each psychological injury claim the Employer shall complete the appropriate WCB documentation if the critical incident results in an absence**

from the workplace beyond the day of the incident or necessitates health care intervention.

34.15 A request for the Employer, in collaboration with the Union, to conduct a psychological health and safety assessment (e.g., Guarding Minds at Work) for a specific work area/unit/program shall not be unreasonably denied. Non-identifying assessment/survey results shall be shared with the Union for review and feedback.

34.16 If a pandemic, threat of a pandemic, natural disaster, or any other type of emergency situation is declared, the Employer shall meet with the Union on a regular basis to have collaborative discussions and provide updates on preparation, response, and implementation of OHS controls.

34.17 The Employer shall have security personnel on duty at all times at each Site.

NOTE - The Employer agree to add a link so UNA's OHS Form shall be made available on the Employer's website next to the Employee reporting.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

35.02 In-Services

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. **The Employer will schedule two (2) Shifts per Employee per year where the Employee is in a space conductive for learning and not providing patient care.** In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation;
 - (ii) Anaphylaxis;
 - (iii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures);
 - (iv) Evacuation and disaster procedures; and
 - (v) Proper lifting and prevention of back injuries.
- (b) **Compulsory in-services shall be made available in person upon Employee request and not be unreasonably denied.**

- ~~(b)~~(c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- ~~(e)~~(d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.02(a) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in-service on prevention and management of workplace violence.
- (e) **The Employer shall pay for all certification or recertification programs which are identified as required or preferred for the position. Employees who attend any identified certification or recertification programs shall suffer no loss of regular earnings for attending such programs.**

35.03 Professional Development Days

Upon request, each Employee shall be granted at least ~~three (3)~~ **five (5)** professional development days annually for professional development, at the Basic Rate of Pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

Such hours not used in each fiscal year shall not be carried forward into subsequent years.

Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

- 35.06 (a) The Employer will reimburse **all Employees full Professional College dues** (who at the beginning of their next registration year have active registration in their Professional College) ~~\$250 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.~~
- ~~(b)~~ Regular hours actually worked in clause (a) includes:
 - ~~(i)~~ Leaves of absence for Union or Local business;
 - ~~(ii)~~ Other leaves of absence of one (1) month or less;
 - ~~(iii)~~ Time on sick leave with pay;
 - ~~(iv)~~ Absences while receiving Worker's Compensation;
 - ~~(v)~~ Educational leave up to 24 months; and
 - ~~(vi)~~ Maternity, Parental, Compassionate/Terminal Care, Critical Illness of a Child, or Death or Disappearance of Child leaves.

- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
 - (i) The College of Registered Nurses of Alberta (CRNA),
 - (ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA); or
 - (ii) Any alternative Professional College acceptable to the Employer.
- (d) **The Employer shall reimburse the full cost of the Canadian Nurses Protective Society (CNPS) basic coverage for all Employees.**

35.07 The Employer shall ensure every Site/unit/program has appropriate access to an Educator.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to four (4) Employees elected by the Local and up to four (4) representatives of the Employer. Alternate representatives may be designated from the same group.
- (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.
 - (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within 10 days of receiving a written description of the issue regarding patient/resident/client care.
 - (d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.
 - (e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
 - (f) Where an issue is specific to one (1) unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee. **The most immediate supervisor shall respond in writing within 14 calendar days upon receipt of a PRC Form. The manager's response will include actions taken on the PRC concern and preventative measures implemented.**

- (g) The parties will provide available relevant information to allow for meaningful discussion of the issues. **Upon request, the Employer shall share Reporting & Learning System (RLS) reports that are related to patient safety.** The parties will endeavour to provide this information in a timely fashion, and in any event not later than ~~30~~ **21** days from the original discussion of the particular issue(s).
- (h) During problem solving discussions, Committee members will collaborate on:
 - (i) defining the issue(s);
 - (ii) identifying root cause(s) of the issue(s);
 - (iii) gathering and reviewing relevant information;
 - (iv) generating potential options for resolution of the issue(s);
 - (v) resolving the issue(s), where possible.
- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (j) The committee may engage the support of additional subject matter experts to assist with the above discussions.
- (k) The Committee shall ~~discuss meet unresolved issues~~ with the applicable senior leader **to discuss unresolved issues** before the matter is referred to the Chief Executive Officer as provided for in (m) below. **The meeting with the senior leader shall be within 21 calendar days of the request. The written response from the senior leader shall be within seven (7) days from the meeting.**
- (l) The Committee has the option of participating in voluntary mediation of the dispute with the assistance of representatives from within the Union and the Employer. **Mediation shall occur within 30 calendar days of the request.** Discussions at this stage are conducted on a without prejudice basis.
- (m) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
- (n) Should an issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).
- (o) The IAC shall consist of three persons, one to be nominated by the Local, one to be nominated by the Employer, and a chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice.

- (p) Should the Local and the Employer fail to agree on a chairperson within 14 days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a chairperson. The fees and expenses of the chairperson shall be borne equally by the Union and the Employer.
 - (q) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within ~~60~~ 30 days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within 14 days of the meeting.
 - (r) A meeting of the parties, including the CEO and the President of the Union, shall be held within 14 days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.
 - (s) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the governing Board. The governing Board shall provide a written response accepting or rejecting the IAC recommendations or substituting its own recommendations for resolution of the issue(s) within 14 calendar days of the presentation by the Local.
 - (t) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.
- 36.02 (a) An Employee attending Committee meetings shall be paid the ~~Basic~~ **applicable** ~~Rate of Pay~~ for such attendance.
- (b) **If a PRC issue is advanced to any step beyond the PRC Committee, Employees who are involved and are scheduled to work that day shall be given time off to attend the meeting at no loss of pay. If a meeting falls on a non-scheduled day, the Employer shall pay the applicable rate of pay for a minimum Shift.**
- (c) **The presentation and investigation time that is required by the PRC Committee members will be paid at the applicable rate of pay by the Employer.**
- 36.03 **There shall be no discrimination, restriction or coercion exercised or practiced by either party of any Employee who files a Professional Responsibility concern. The Employer shall not penalize, harass, or discipline an Employee who identifies a Professional Responsibility concern.**
- 36.04 **The Employer shall provide a working environment consistent with nursing standards, practices, and procedures.**

36.05 Jointly developed and delivered paid PRC education shall be provided on an annual basis for Employees and Management.

36.06 The expected staffing levels and the actual staffing levels shall be reported on the unit or units (if applicable) and program. In the event the actual staffing levels fall below the expected staffing level, it shall be publicly reported, and real time reported on the unit or units (if applicable) and program. Also the matter shall be referred to the PRC Committee and the Provisions of Article 36.01 (k) - (f) and Article 36.02.

36.07 Nurse Patient Ratios

The parties shall agree on the regulated nurse patient ratios that reflect patient/resident/client populations and needs across all settings. The below list shall be reviewed by the parties at least annually and can be amended with mutual agreement.

NOTE - The below is not an exhaustive list and the Union reserves the right to bring additional programs and amend the list during bargaining.

- (a) 1-to-1 for Critical-Care patients on ventilators, Labour and Delivery, Trauma patient in ER and ICU patient in ER.**
- (b) 1-to-2 for Critical-Care patients not on ventilators, those needing high-dependency Mental-Health Care, Acute Respiratory Care and Burn Unit.**
- (c) 1-to-3 for Specialized Care, Antepartum, Combined LDRP (1:1 during active labour), Postpartum dyads, Pediatrics, ER, Step Down and Telemetry.**
- (d) 1-to-4 for In-Patient, Palliative Care, Intermediate Nursery and Medical/Surgical.**
- (e) *To be discussed # - for Rehabilitative Care, Long-term Care, Home Care, Public Health, and other settings to be discussed.**

ARTICLE 37: EXTENDED WORK DAY

NOTE - Consequential changes.

~~37.08 Amend Article 18.01 by adding (e) to read:~~

~~18.01 (e) — 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.~~

ARTICLE 39: JOB DESCRIPTION AND CLASSIFICATION

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.
- (g) A classification review tool shall be created and mutually agreed upon by the Employer and the Union.**

ARTICLE 40: COMMITTEE PARTICIPATION

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

ARTICLE 41: AMBULANCE DUTY

41.02 An Employee assigned to travel by Ambulance shall be paid ~~\$50~~ **\$100** per round trip beyond a radius of 35 kilometres from the Employee's place of employment.

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.
- (e) **The Local shall be provided a list annually of the "at", or "at or out of", multi-site and designated float positions. The Local shall be notified in writing if these positions are created, prior to posting.**

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.~~ **In the event of emergency circumstances (i.e. an unforeseen combination of circumstances or the resulting state that calls for immediate action), the Employer will contact the Union forthwith and seek to negotiate relocation of Employees. If no agreement is reached, the matter shall be referred to an expedited interest arbitration. No Employee shall be relocated until there is agreement or an arbitration award.**

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 **and additional expenses not otherwise required for their position.**

LETTER OF UNDERSTANDING #3

RE: IN-CHARGE DESIGNATION FOR MORE THAN ONE (1) UNIT

Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one (1) unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.

1. This may occur where:
 - (i) The site is designated as long term care; or
 - (ii) The site is a combined acute care and long term care facility; or
 - (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.
2. Any time an RN/RPN assigned as In-Charge of more than one (1) unit, the parties agree that:
 - (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and
 - (ii) There will be an ability to communicate between the units as the need arises; and
 - (iii) There shall be at least one (1) other regulated health professional on each unit.
3. An Employee assigned in-charge for more than one (1) unit shall be paid an additional ~~\$3.50~~ **\$8.75** per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one (1) unit.

LETTER OF UNDERSTANDING #6

RE: JOINT COMMITTEE

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

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

1. Within 90 days of ratification of this Collective Agreement, the parties shall appoint representatives to the Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet every two (2) months, or as otherwise mutually agreed, to discuss issues arising out of the administration of this Collective Agreement.
4. The purpose of this Joint Committee will be to:
 - (a) exchange information;
 - (b) engage in discussions regarding issues of mutual concern; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the parties.
6. The parties agree to discuss the following topic(s) at the Joint Committee during the term of the Collective Agreement:
 - (a) decreasing reliance on printed copies of the Collective Agreement; and
 - (b) other items as agreed.
7. **On a bi-monthly basis, the Employer shall provide a report on all usages of the Retention and Recruitment initiatives in Letter of Understanding #7 RE: Retention & Recruitment Initiatives. In addition, copies of all requests and responses to requests pursuant to LOU #7, shall be provided to the Local and Joint Committee forthwith.**
8. **The Joint Committee shall endeavour to create a Duty to Accommodate Taskforce to develop agreed upon procedures and processes on the duty to accommodate.**

LETTER OF UNDERSTANDING #7

RE: RETENTION & RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

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

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

I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

1. Key Principles:

- (a) Recruitment initiatives will have a positive impact on the work environment of current and prospective Employees and will improve the quality of patient/resident/client care;
- (b) Recruitment of new nursing graduates is critical to the sustainability of health care services;

- (c) AHS has committed to have sufficient numbers of regular and temporary positions greater than six (6) months available to be able to hire ~~at least 70%~~ **100%** 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)~~ **six (6)** 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 (**this will occur within a minimum of three (3) months and a maximum of six (6) months**):
 - (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)~~ **six (6)** 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(e) 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 II. RETENTION OF EXPERIENCED EMPLOYEES~~

NOTE: See Salary Appendix

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 III. UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION

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

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

Weekend Worker

Option I – Extended Work Day Option

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

8. Shift Differential and Weekend Premium

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

9. Letter of Portability

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

10. Pension

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

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

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

2. Regular hours of work for Employees on a Regular Work Day Weekend Schedule, exclusive of meal periods shall be:

(a) a consecutive time period of 7.75 hours per day, such Shifts to occur on Saturday, Sunday, Monday and Friday; and

(b) 29.06 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

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

4. The scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply, except that Articles 7.02(g) (iii), and 7.02(g)(v) shall not apply.

5. Employees shall be paid for 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

6. Vacation

(a) Vacation entitlement shall be determined in accordance with Article 17: Vacations With Pay.

(b) Vacation earned shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as vacation. Such hours shall be deducted from the Employee's vacation bank.

7. **Sick Leave**

- (a) Sick leave accrual shall be determined in accordance with Article 19: Sick Leave.
- (b) Accrued sick leave shall be taken at an accelerated rate of 1.26 paid hours for every hour taken as sick leave. Such hours shall be deducted from the Employee's sick leave bank.

8. **Shift Differential and Weekend Premium**

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

9. **Letter of Portability**

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

10. **Pension**

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

VI IV. 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.

VI 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 may agree to one (1) or more of the following:

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

A. FLEXIBLE PART-TIME POSITION

1. Purpose

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

2. Definition

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

3. (a) FPP Implementation

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

(b) FPP Termination

- (i) An Employee may terminate their FPP by:

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

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

- (a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).
- (b) The flexible portion of the FPP shall be scheduled as follows:
 - (i) Employees shall provide the Employer with their:
 - (A) Shift availability for greater than the flexible portion of their FPP; and
 - (B) designated days of restfor a four (4) week period. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employer.
 - (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) ~~An 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~~ **14 days** 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 #9

RE: MERGER OR DIVISION OF UNITS

The parties agree the Employer retains the right to create positions that entail regularly working on more than one (1) unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. The parties further agree that notwithstanding any provision of this Collective Agreement, in the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee's position. This does not preclude the Employer from requiring an Employee to "float" to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units. **When an Employee is required to "float" to another unit on an exceptional basis the Employer shall notify the Local forthwith.**

LETTER OF UNDERSTANDING #10

RE: SCHEDULING

NOTE - Consequential changes. Add language for an Extended Work Day.

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 #12

RE: NO REDUCTION OF NURSING HOURS

The parties agree that:

1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees.
2.
 - (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.
 - (b) The benchmark against which future annual comparisons of total Employee hours worked shall be the total of Employee hours worked between April 1, ~~2016~~ **2022** and March 31, ~~2017~~ **2023** (Benchmark Hours). A report of these hours will be broken into quarterly segments. Where possible, the report will provide information by zone, and by site or community services.
3. The process to conduct the future annual comparisons will be as follows:
 - (a) The Employers will provide the Joint Committee with the Benchmark Hours within 120 days of ratification of this Collective Agreement.
 - (b) For information, the Employers will provide the Joint Committee with quarterly reports on the total number of hours worked. For comparison and analysis purposes, where possible, the report will provide information by zone, and by site or community services.
 - (c)
 - (i) The Employers will provide the Joint Committee with an annual report on the total number of hours worked by Employees, with an analysis of the variation.
 - (ii) Where there is a negative variation in the total number of hours worked, the Employers will provide an explanation of the variance.
 - (iii) The Employers will take every reasonable action necessary to increase the total hours worked to the Benchmark Hours. The Employers will share information regarding these actions with the Union.

LETTER OF UNDERSTANDING #13

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

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

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

- ~~7. Regular Employees who, as of June 30, 2010, worked under more than one (1) regular part-time contract of employment shall have their increment assignment and hours towards the calculation of the next increment adjusted to recognize all hours worked between April 1, 2009, until such time as their employment relationship has been consolidated.~~
- ~~8. For the purposes of paragraphs 5, 6 and 7 above, the onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is three (3) months from the latter date indicated in paragraphs 5, 6 and 7, as applicable.~~
- ~~9. (a) Hours worked in one (1) position that were included in any recognition of previous experience in accordance with Article 27: Recognition of Previous Experience when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e. hours cannot be counted twice).~~
 - ~~(b) The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave and WCB and educational leave up to 24 months).~~
 - ~~(c) Only hours worked up to the equivalent of full-time hours shall be recognized.~~
- ~~10. Nothing in this Letter of Understanding modifies the provisions of the *Employment Standards Code*.~~

LETTER OF UNDERSTANDING #15

RE: DUTY TO ACCOMMODATE

1. The parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.
2. If at any point during the process of accommodation a dispute arises, either party may refer the matter to the Dispute Resolution Advisory Committee referenced in Article 32: Dispute Resolution Process.
3. **When an Employee makes a Duty to Accommodate (DTA) request, the Employer shall notify the Local so they can participate in the DTA process.**

LETTER OF UNDERSTANDING #17

RE: NON-HBTA BENEFIT PLANS

Where an Employer signatory to this Collective Agreement is not a member of the Health Benefit Trust of Alberta (HBTA), such Employers must provide HBTA-equivalent group plans in accordance with Article 21: Employee Benefits **and Letter of Understanding #18 RE: Prepaid Benefits.**

A plan required to be equivalent to HBTA will not be found deficient if any additional benefits provided outweigh any specific alleged deficiency. That is, except for benefits specifically described in Article 21.01, plan benefits are to be assessed on an overall value to Employee basis.

LETTER OF UNDERSTANDING #18

RE: PREPAID BENEFITS

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.~~ **Benefit coverage for all Paramedical Practitioners that are covered by the Health Professions Act (including Occupational Therapists, Physiotherapists and massage therapy) to a maximum of \$3,000 per participant, per service, per benefit 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~~ **covered to a maximum of \$3,000 per participant, per service, per benefit year.**
- (e) There shall be no requirement for a written physician’s order for accessing compression stockings. **There shall be benefit coverage for up to 4 compression stockings per participant per benefit year.** 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) **100% benefit coverage for Fertility treatment including fertility medications and treatments (eligibility for coverage irrespective of infertility diagnosis).**
- (g) The Employer agrees to work with the Union to develop strategies and initiatives to address the mental health of the workforce.

LETTER OF UNDERSTANDING #22

RE: INFORMATION SHARING

On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category; **Total Positions (vacant and filed)**; Notices of Vacancy; Voluntary Turnover/ Termination for the bargaining unit.

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 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 #27

RE: RURAL CAPACITY INVESTMENT FUND (“THE FUND”)

NOTE: Renew and include Calgary and Edmonton Zones and the amount of the funds to be discussed.

In addition to the provisions outlined in this Collective Agreement, effective the date of ratification, the parties agree to implement a Rural Capacity Investment Fund. The fund will allocate ~~\$7.5 million~~ fiscal year as follows:

- ~~\$5 million~~ for recruitment and retention incentives, as agreed by the parties; and
- ~~\$2.5 million~~ for relocation assistance, as agreed by the parties.

The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the parties to be “difficult to recruit to” ~~in the North, Central, and South Zones~~ of signatory Employers to this Collective Agreement. “Difficult to recruit to” may be determined by indicators such as:

- high vacancy rates;
- vacancies that remain unfilled for longer than 90 days;
- high turnover; or
- mutual agreement of the parties.

All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program-specific concerns, or may address broader recruitment and retention challenges for the Employers. The parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return-for-service agreement as agreed by the parties.

The parties agree that the recruitment and retention initiatives may vary, depending on the identified needs. Employer and Union representatives will work at the Local or Zone/Program level, as appropriate, to reach agreement on recommended initiatives; discussions at the Local level shall utilize the Workforce Enhancement Task Force as described in Letter of Understanding #7 of this Collective Agreement.

The parties will endeavor to use the entire Fund within each fiscal year. The parties will review the Fund and the effectiveness of initiatives quarterly through the Joint Committee, and agree to share any necessary information to assist in evaluating the effectiveness of the Fund in addressing rural and remote capacity issues.

Operation of the Fund

A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within 30 days of ratification.

The Committee shall be comprised of 5 Employer and 5 Union representatives and a neutral Facilitator appointed by the Committee. The parties may mutually agree to add additional

representatives as necessary. At least one of the Employer representatives and at least one of the Union representatives shall be from Covenant Health.

The primary function of the Committee is to ensure appropriate and full use of the funds to address rural and remote recruitment and retention challenges and will include:

- Annual allocation of funds to participating Employers with operations in the North, Central and South Zones, based on identified criteria from the previous fiscal year or workforce forecasting.
- Determining the portion of funds to hold in reserve to ensure the Fund can respond to recruitment and retention challenges that arise throughout the year; such portion must not be more than 25%.
- Reviewing, considering, and approving proposed agreed upon initiatives from participating Employers with operations in the North, Central and South Zones.
- Deciding between competing proposed initiatives or devising an appropriate solution when the parties have not been able to agree on a particular initiative.
- Assessing allocations, funding status and initiatives quarterly in an effort to ensure the Fund is addressing recruitment and retention challenges as intended. This includes adjustments to the allocations and reconsideration of initiatives previously denied and/or new initiatives submitted for consideration.

The Committee shall use a consensus-based decision making model.

The role of the Facilitator is to:

- educate the committee on the consensus based decision making model;
- assist the committee in setting norms; and
- chair meetings and lead consensus-building sessions, and
- render binding decisions when the committee cannot reach consensus.

The Facilitator's fees shall be paid from the Fund.

Administration of the Fund shall be in compliance with AHS Finance and Audit requirements.

Development and Submission of Initiatives:

Prior to the beginning of each fiscal year, Employer and Union representatives will work at the Local or Zone/Program level, as appropriate, to reach agreement on recommended initiatives.

All agreed to initiatives will be submitted to the Committee for consideration.

In circumstances where the parties cannot reach agreement regarding the initiative, the competing proposals shall be submitted to the Committee for consideration.

This Letter of Understanding shall expire on March 30, ~~2024~~ **2026**.

LETTER OF UNDERSTANDING #28

RE: PROVINCIAL WORKLOAD ADVISORY COMMITTEE

Alberta Health Services (“AHS”) maintains overall responsibility and statutory liability for the staffing and staffing levels through the provision of all provincial health care services. AHS is working towards the development of staffing models based on a variety of factors including the acuity of patients and the associated workload. This work involves the triangulation of data through three tools/sources of information:

1. Operational Best Practices – the current methodology used to determine staffing targets in AHS, which also provides the ability to compare staffing levels nationally and within Alberta.
2. Acuity Based Staffing Tool (Safer Nursing Care Tool) – a pilot of an evidence-based patient classification method that estimates nurse staffing based on patients’ acuity and dependence on nursing care.
3. Connect Care Nursing Workload Acuity Scoring System – a pilot capturing patient acuity and workload data as a by-product of clinical documentation in Connect Care.

The parties acknowledge that there is value in collaborating on the work towards the development of staffing models, based on the three sources of information described above, through transparent discussions, information sharing (excluding 3rd party and proprietary information), and seeking mutual understanding and agreement where possible. Implementation of Employer decisions related to the pilots or staffing models derived therefrom will not be delayed by the meetings of the Committee.

Therefore, the parties agree as follows:

1. A Provincial Workload Advisory Committee (“the Committee”) shall be established within 90 days of the date of ratification.
2. The Committee shall consist of an equal number of Employer and Union representatives and a neutral Facilitator appointed by the Committee.
3. The Committee shall meet at least four times a year. Either party may request additional meetings, which shall not be unreasonably denied.
4. The function of the Committee is to examine and make recommendations to AHS regarding the aforementioned pilot projects from which the staffing models will be derived. This work requires recognition of the diversity of health professionals, flexibility and responsiveness to evolving needs of patients, and changes in technology and innovation, and will include:
 - identification of patient quality indicators and efficiency metrics that should be monitored;
 - reviewing workload and acuity measures and identification of other data for consideration;
 - validation of data analysis generated from the pilots (e.g. unit-to-unit

- comparisons, patient-to-patient workload acuity comparisons); and
- reviewing communication and teaching materials aimed at front line staff.
5. AHS Pilot Leads shall provide updates, at least four times a year, including transparent information sharing (exclusive of 3rd party or proprietary information) to the Advisory Committee on the progress of the pilot projects.
 6. Discussions regarding labour relations matters (including grievances and arbitrations), occupational health and safety issues, specific concerns filed under the PRC process and budgetary decisions are outside the scope of the Committee.
 7. The Committee shall use a consensus-based decision-making model. Recommendations to AHS shall only be made if consensus is reached.
 8. The role of the Facilitator is to:
 - educate the committee on the consensus based decision making model;
 - assist the committee in setting norms; and
 - chair meetings and lead consensus-building sessions.
 9. The Committee may mutually agree to engage the support of subject matter experts to assist with the above discussions.
 10. The fees and expenses of the Facilitator shall be borne equally by the parties.
 11. AHS shall consider recommendations made by the Committee. AHS shall provide a written response to recommendations to the Committee within 30 days.
 12. This Letter of Understanding shall expire at the conclusion of the Collective Agreement unless the Parties mutually agree to extend the Committee.

~~LETTER OF UNDERSTANDING #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 #NEW

RE: TRANSPORTATION

The parties acknowledge that the Employer may assign an Employee duties necessitating the use of the Employee's private automobile. As a result, it is the intent and commitment of the parties to engage in good faith discussions on the guidelines used for the determination of when a vehicle is required by the Employer.

The Employer will implement a guideline which has been mutually agreed upon by the parties that is used for the determination of when a vehicle is required by the Employer within the term of this Collective Agreement.

LETTER OF UNDERSTANDING #NEW
RE: HYBRID UNDERGRADUATE NURSE

The Employer will provide opportunities for nursing students to be employed by Alberta Health Services and Covenant Health as Undergraduate Nurses concurrent with their final clinical practicum prior to graduation. This arrangement (the Hybrid UNE) is intended to attract fourth year students to complete their final clinical practicums in “difficult to recruit to” rural locations and specialty clinical operations as identified by the Employer. The objective is to retain program participants in these locations following successful completion of their undergraduate degree and transition to employment as a Graduate Nurse or Registered Nurse.

The Parties therefore agree as follows:

- 1. *Hybrid UNE opportunities shall be posted as Casual vacancies and filled through a competition. This does not mean that the Employer is required to post all Casual vacancies.**
- 2. Hybrid UNE opportunities shall be restricted to fourth (4th) year nursing students at participating Alberta post-secondary education institutions scheduled to complete their final clinical practicum between January 1, 2024 and December 31, 2025.**
- 3. *Successful applicants shall be regularly scheduled for a period of up to three (3) months while completing the requirements of their clinical practicum. The Parties may mutually agree to extend this period on a case-by-case basis if necessary.**
- 4. Hybrid UNEs shall be assigned a Preceptor with whom they will be scheduled to work/shadow while completing the clinical practicum hours required by the applicable School of Nursing (ranging between 340 and 388 hours). The Employer shall endeavour to limit the assignment of Preceptors to not more than two (2) per Hybrid UNE.**
- 5. The parties agree to apply the provisions of Article 16.06(b) to Preceptors assigned to supervise, educate, or evaluate Hybrid UNEs.**
- 6. Hybrid UNEs are permitted to work additional Shifts provided such Shifts are worked:**
 - (a) in tandem with their assigned Preceptor; or**
 - (b) in an area other than their clinical practicum location.**
- 7. *Hybrid UNEs are on a designated supervised clinical placement, thus shall not be included in the normal standard staffing complement, but rather shall be**

supernumerary. Hybrid UNEs are accountable for providing safe patient care in accordance with their educational preparation and competency and are responsible for seeking consultation and guidance as needed.

- 8. All matters or concerns related to this opportunity that are solely academic in nature are between the student and the applicable Post-Secondary Institution and are excluded from the scope of this agreement.**
- 9. Implementation of the Hybrid UNE Pilot Project is conditional upon the Employer reaching agreements with the Schools of Nursing at Alberta post-secondary institutions to allow students in their final clinical practicum to be employed by Alberta Health Services and Covenant Health as Undergraduate Nurses concurrent with the final clinical placement.**
- ~~10. This Agreement shall expire by December 31, 2024.~~**

~~LETTER OF UNDERSTANDING #NEW~~
~~RE: INTERNATIONALLY EDUCATED NURSE (IEN)~~

~~WHEREAS it is the intention of the parties to support the recruitment and relocation of Internationally Educated Nurses (IENs), the parties agree as follows:~~

~~1. IENs will be recruited under one of two immigration programs:~~

~~(a) the Government of Canada – Temporary Foreign Worker Program which requires the approval of a Labour Market Impact Assessment (LMIA) corresponding to the Site to which the IEN is being recruited; or~~

~~(b) the Government of Alberta – Alberta Advantage Immigration Program Express Entry Stream (Dedicated Healthcare Pathway).~~

~~2. Regardless of the applicable immigration program, IENs hired by the Employer will be provided with up to \$24,000 in funding to offset costs associated with the assessment, transition, and relocation of the IEN (and the IEN's spouse and dependent children, if applicable).~~

~~3. All funded IENs must complete a Return for Service (RFS) commitment with the Employer by signing the Alberta Health Services Return Service Commitment agreement. This Return for Service Commitment agreement requires the IEN to work as a Registered Nurse or Registered Psychiatric Nurse at the same Site to which the IEN was originally hired for a period of thirty (30) months or for the duration of their approved work permit (if applicable), whichever expires first.~~

~~Regardless of the applicable immigration program, IENs are eligible to apply on postings of RN/RPN vacancies at the same Site provided the FTE of the posted vacancy is not less than 0.80 FTE.~~

~~4. The RFS period commences on the IEN's first day of employment. Unpaid leaves of absences in excess of thirty (30) days will result in the RFS period being extended by an equivalent period of time. The RFS period will resume upon the IENs return from any such leave of absence.~~

~~5. AHS and UNA are committed to fostering safe, equitable, and inclusive workplaces and confronting discrimination and racism. Where an Employee reports that they have experienced workplace discrimination or racism, AHS will ensure that the circumstances are reviewed and case-specific interventions are implemented.~~

~~6. Where the IEN, Union and Employer agree that it is the most appropriate course of action, the IEN may be placed in another suitable position. In placing the Employee, the Employer will consult with the Employee and the Union over possible suitable placements and place the Employee in a Site suitable to the Employee if possible. If that is not possible, the Employee will be placed in the Employee's home Site if possible. If the~~

~~foregoing options are not possible, the Employee will be placed to the closest possible Site to that Employee's home Site. Such placements shall be at Sites that:~~

~~(a) have an approved LMIA (if applicable); and~~

~~(b) are within the same AHS Zone.~~

~~The RFS commitment for IENs moved under this provision, including the duration remaining, will transfer to the new Site.~~

~~7. AHS and UNA agree to collaborate on the development and implementation of diversity and inclusion resources in support of the IEN recruitment project. Until such time that jointly produced resources are implemented, AHS shall ensure existing diversity and inclusion resource materials are disseminated to Sites participating in IEN recruitment.~~

~~8. Funded IENs may be eligible to combine the IEN funding provided for under this MOA with other available financial incentives, which also require an RFS commitment (for example the one-time Recruitment Payment of \$2,500.00 payable under the Letter of Understanding Re: Retention and Recruitment Initiatives – North of the 57th Parallel). Where an IEN combines multiple financial incentives requiring multiple RFS commitments, the Parties agree that the duration of all RFS commitments combined shall not extend beyond thirty (30) months.~~

~~9. Excluding those situations identified in paragraph 6 above, should an IEN end their employment with AHS or take another position with AHS at a Site other than the Site to which they were originally hired, the funds paid to the Employee will become due and payable to the Employer. The amount to be repaid to AHS will be pro-rated by multiplying that amount of the funds paid by the ratio of months remaining in the RFS period to the total of thirty (30) months RFS commitment period. For example, if an Employee received \$24,000 for relocation and reimbursement and terminated their position at the specified site after 18 months, the amount owed would be: $\$24,000 \times ((30-18)/30) = \$9,600.00$.~~

~~The Employee agrees that AHS reserves the right to collect any monies owing. Notwithstanding the monies owing are not the result of a compensation error, the repayment of such monies shall be governed by the provisions contained in Article 33.02(e).~~

~~10. Should the Employer terminate the Employee's employment at any time during the RFS period, the Employee will be considered to have fulfilled all obligations with respect to the Return Service Commitment and no monies will be owed to the Employer.~~

~~11. For each RFS commitment with an IEN the Employer shall provide the Union the following:~~

~~(a) the name of the Employee;~~

- ~~(b) — a copy of the Employee’s work permit (redacted for privacy);~~
- ~~(c) — resume and Letter of Hire;~~
- ~~(d) — the Employee’s anticipated date of arrival in Canada and start date with AHS;~~
- ~~(e) — confirmation of the Employee’s starting salary (including applicable educational allowances and recognition of previous experience); and~~
- ~~(f) — name(s) of AHS staff members assigned to provide clinical mentorship to the IEN(s) (such names will be provided at the Local level and are subject to change);~~

~~12. The Employer shall provide the Union with copies of the following:~~

- ~~(a) — LMIA’s approved by the Government of Canada;~~
- ~~(b) — IEN Orientation Plan; and the~~
- ~~(c) — AHS Welcome Package for IENs.~~

~~13. Prior to the arrival of an IEN, a meeting of the applicable Manager, HR Advisor, Local Executive, and UNA Labour Relations Officer is required. The parties shall endeavour to schedule this meeting to maximize attendance of the above-noted participants. Where scheduling conflicts prevent attendance of all above-noted participants, the meeting shall proceed with whichever participants are available provided that there is at least one representative each from the Employer and the Union. Such meetings provide an opportunity to make introductions (if necessary), discuss the arrival of the IEN(s) and the plans in place to support their successful transition.~~

~~14. The Employer reserves the right to waive the requirement of the RFS commitment when extenuating circumstances occur.~~

~~15. This agreement shall expire three years following the date of signature unless the parties agree to extend the duration. All RFS commitments entered into before the expiry of this MOA shall continue in force and effect until the conclusion of the applicable RFS commitment.~~

LETTER OF UNDERSTANDING #NEW

***RE: AGENCY NURSING**

- 1. Prior to the Employer utilizing Agency Nursing they must meet with the Local to discuss the staffing need, the current vacancies, and why the vacancies exist. The Employer shall fill the staffing need and vacancies with the bargaining unit and the Employer will utilize and exhaust all applicable options within the Collective Agreement prior to using an Agency Nurse.**
- 2. Where the Employer has an Agency Nurse employed at a Site, the Union shall be notified immediately. The Union and Employer agree to engage in discussions towards a plan to transition all positions currently worked by Agency Nurses to be within the bargaining unit within a period of 6 months. Should the Union and the Employer be unable to achieve this transition within 6 months of ratification then the Employer will adjust the wages of all Employees working at that Site to a level not less than the hourly wage earned by the Agency Nurse. This adjusted wage will continue as long as there are Agency Nurses being utilized at the Site.**

LETTER OF UNDERSTANDING #NEW

RE: RURAL RETENTION AND RECRUITMENT INCENTIVE

- 1. Effective the Date of Ratification, Regular and Casual Employees that work at a rural Site will receive a \$10,000 lump sum prorated on FTE to be paid at the end of each calendar year.**
- 2. Every Site other than Medicine Hat, Lethbridge, Calgary, Red Deer, Edmonton, Grande Prairie & Fort McMurray is considered rural.**

NOTE - Calgary and Edmonton will be defined by the Rural Urban Continuum (Functional Areas) Alberta Health Services & Alberta Health and Wellness document - point 2.

LETTER OF UNDERSTANDING #NEW

RE: REMOTE OR HYBRID WORK ARRANGEMENT AGREEMENT

The parties acknowledge the benefit of hybrid and remote work arrangements for both the Employee and Employer. As a result, the parties will participate in good faith discussions on developing mutually agreed-upon guidelines for hybrid and remote work arrangements during the term of the Collective Agreement.



ADDENDUM OF LOCAL CONDITIONS

TO BE DISCUSSED

Salary Appendix

April 1, 2024 - \$1.25/hr (elimination of Baccalaureate)

April 1, 2024 - 25%

April 1, 2024 - 10 years LSPA - 2%

April 1, 2024 - 15 years LSPA - 3%

April 1, 2024 - 20 years LSPA - 4%

April 1, 2024 - 25 years LSPA - 5%

***LSPA rates are compounded**

April 1, 2025 - 10%

**April 1, 2025 - Cost of Living Adjustment (COLA) %
increase and every year thereafter (TBD)**

Registered Nurse

Registered Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2024 - \$1.25/hr	\$40.46	\$41.97	\$43.48	\$44.99	\$46.52	\$48.01	\$49.52	\$50.94	\$52.71
April 1, 2024 - 25%	\$50.58	\$52.46	\$54.35	\$56.24	\$58.15	\$60.01	\$61.90	\$63.68	\$65.89
10 years - 2% LSPA Rate	\$51.59	\$53.51	\$55.44	\$57.36	\$59.31	\$61.21	\$63.14	\$64.95	\$67.21
15 years - 3% LSPA Rate	\$53.13	\$55.12	\$57.10	\$59.08	\$61.09	\$63.05	\$65.03	\$66.90	\$69.22
20 years - 4% LSPA Rate	\$55.26	\$57.32	\$59.38	\$61.45	\$63.54	\$65.57	\$67.63	\$69.57	\$71.99
25 years - 5% LSPA Rate	\$58.02	\$60.19	\$62.35	\$64.52	\$66.71	\$68.85	\$71.02	\$73.05	\$75.59
April 1, 2025 - 10%	\$55.63	\$57.71	\$59.79	\$61.86	\$63.97	\$66.01	\$68.09	\$70.04	\$72.48
10 years - 2% LSPA Rate	\$56.75	\$58.86	\$60.98	\$63.10	\$65.24	\$67.33	\$69.45	\$71.44	\$73.93
15 years - 3% LSPA Rate	\$58.45	\$60.63	\$62.81	\$64.99	\$67.20	\$69.35	\$71.54	\$73.59	\$76.14
20 years - 4% LSPA Rate	\$60.79	\$63.05	\$65.32	\$67.59	\$69.89	\$72.13	\$74.40	\$76.53	\$79.19
25 years - 5% LSPA Rate	\$63.82	\$66.21	\$68.59	\$70.97	\$73.38	\$75.73	\$78.12	\$80.36	\$83.15

COLA % increase and every year there after	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
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***Effective April 1, 2025 all steps of the Salary Appendix will be adjusted to reflect any increase in the Cost of Living Adjustment (COLA) as determined between January 1, 2024 and December 31, 2024 and annually thereafter.**