

COLLECTIVE AGREEMENT

BETWEEN

THE PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

- and -

THE UNITED NURSES OF ALBERTA

FOR THE PERIOD

APRIL 1, 2003 - MARCH 31, 2006

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COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 2004.

BETWEEN

AND

PREAMBLE

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

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

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

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, 2003 or the date upon which the United Nurses of Alberta and the Provincial Health Authorities of Alberta exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2006, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the signing of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Ambulance” shall include any vehicle or conveyance used for ambulance duty.
- 2.02 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.
- 2.03 “Basic rate of pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.04 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
 - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
 - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
 - (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - 2.05 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
 - 2.06 (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the Nursing Profession Act, R.S.A. 2000, c.N.-8 and Regulations.
 - (b) “Graduate Nurse – Temporary Permit Holder” means a person who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board; and who has been granted a Temporary Permit pursuant to the Nursing Profession Act, R.S.A. 2000, c.N.-8 and Regulations.
 - (c) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the Health Disciplines Act (Alberta) and Regulations.
 - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act, R.S.A. 2000, c.N.-8 and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Disciplines Act (Alberta) and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local or group of Locals which is party to this Agreement.
- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.

- 2.13 “Cycle of the Shift Schedule” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 “Service” means a service or program.
- 2.15 “Transfer of a Program” means a transfer of all or part of a service or program and related Employees from one Employer to another, or from one bargaining unit to another with the same Employer.
- 2.16 “Service Relocation” means a change in the location for the delivery of a service or part of a service from one site to another run by the same Employer in the same bargaining unit. The creation of multi-site positions is not, of itself, a service relocation.
- 2.17 “The Relocation Committee” means the committee created under Article 44.
- 2.18 “Site” means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 3.02 Where voluntary recognition exists, the Employer recognizes the Union as the exclusive bargaining agent for all Employees engaged in direct nursing care or nursing instruction except as has otherwise been agreed between them in practice or in writing or as may be agreed between them in writing hereafter.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;

- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01
- (a) The Employer shall deduct the monthly membership dues set by the Union from each Employee's gross earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, by the fifteenth (15th) day of the next month.
 - (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.
 - (c) The Employer shall provide to the Union on a monthly basis, either as part of the report in (b) or separately, listings of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For regular and temporary Employees, their seniority date;
 - (vi) Unit (where applicable);
 - (vii) Site;
 - (viii) Address;
 - (ix) Basic rate of pay;
 - (x) Long-Term absence status (where applicable).

and, unless already provided, a separate listing of all casual Employees including the name of the Employee and date of hire. Long-Term absences shall mean any absence exceeding six (6) months in duration.

- (d) Where the Employer maintains the information electronically, the lists referred to in (b) and (c), (individually or combined) shall be provided where possible in electronic format. The parties will meet to try to agree upon suitable electronic formats.

5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.

5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 (a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.

5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

5.05 (a) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union President or designate the number of new Employees expected at the orientation.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.

- (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) All such leave shall be without pay.
- 5.07
- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional Association) one hundred dollars (\$100.00) for their dues if they have accumulated six hundred and eighty-four point six (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 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, and
 - (v) Educational leave up to twenty-four (24) months.
 - (c) Professional Association dues means dues paid to those who, at the beginning of the next registration year have active registration with either:
 - (i) The Alberta Association of Registered Nurses,
 - (ii) The Registered Psychiatric Nurses Association of Alberta, or
 - (iii) Any alternative Professional Association acceptable to the Employer.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for full-time Employees, exclusive of meal periods are:
 - (i) seven point seven five (7.75) consecutive hours per day;
 - (ii) thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work shall:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (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 fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (iv) exclude a meal period of thirty (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 thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their basic rate of pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid as follows:
 - (i) for a rest period, at two times (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 two times (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 two times (2X) their basic rate of pay.
- (e) Full-time instructors may work flexible hours by agreement between the Instructor 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 twenty-four (24) hour period of the day and the seven (7) days of the week. The shift where the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (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 or Article 37.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee’s request for certain shift schedules, subject to the requirements of Article 7.02(a).
- (d) The shift patterns which may be available are:
 - (i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
 - (ii) permanent days;
 - (iii) permanent evenings (only by request of Employee);
 - (iv) permanent nights (only by request of Employee);
 - (v) evenings and days rotation;
 - (vi) nights and evenings (only by request of Employee);
 - (vii) nights and days rotation.

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

The Employer shall endeavour to minimize the assignment of different shift patterns between designated days of rest, where Employees are working a shift pattern 7.02(d)(i) or (vi) or (vii) which begins with night shifts. Where possible, there shall be at least forty-seven point seven five (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 fourteen (14) calendar days.
- (e.1) An Employee who has requested to work shift patterns (iii), (iv) or (vi) and has done so for at least twelve (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 twelve (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 twelve (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 Union and the Employer.

Employees working shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least two-fifths (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 zero seven hundred (0700) hours and fifteen hundred (1500) hours.
- (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
- (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.

- (f.1) Subject to the provisions of this Collective Agreement, the Employer is responsible for the hours of operation, number of staff on each shift and the staffing configuration. The proportion of day duty in Article 7.02(f) may be reduced below two-fifths (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 fifty percent (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 fifteen point five (15.5) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on one-half (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 fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than six (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 seventy-nine point seven five (79.75) hours off duty.
- (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 twelve (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 Union. 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 fifteen point five (15.5) 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 fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (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 fifteen point five (15.5) 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 of which shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated

days of rest when designated days of rest fall on a weekend;

- (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 two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation.

7.03 **Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than twelve (12) weeks.
- (c) The Employer shall provide the Union with a copy of each shift schedule upon request.

7.04 **Schedule Changes**

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving fourteen (14) days notice of the change, they shall be paid two times (2X) their basic rate of pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled shift, but not their scheduled days off, without giving fourteen (14) days notice of the change, they shall be paid two times (2X) their basic rate of pay for all hours worked during the first (1st) shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for fourteen (14) days notice of change 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 among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employees immediate supervisor; and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
- (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.

7.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.

- 7.07 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Union.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by

March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.

- (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.

8.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.

8.04 The Employer shall endeavour to minimize the use of mandatory overtime.

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

8.06 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks at no cost during the second shift.

ARTICLE 9: ON-CALL DUTY/CALL BACK

9.01 On-Call

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

9.02 On-Call Regulations

- (a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer’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 in advance for the period specified in Article 7.03.
- (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 two times (2X) the on-call rate for all hours in the first period of

on-call affected by the change unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

- (b) Where there are Employees working on a unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to vacation or the evening prior to an approved leave of absence.
- (c) The Employer shall endeavour to avoid placing an Employee “on-call” on the evening prior to or during scheduled off duty days other than those referred to in Article 9.02(b).
- (d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:
 - (i) more than seven (7) consecutive days;
 - (ii) more than seventy-two (72) consecutive hours;
 - (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 three dollars (\$3.00) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and twenty-five cents (\$4.25) per hour to an Employee who is assigned on-call duty on her or his days of rest or Named Holiday.

9.04 **Call Back Pay**

- (a) For each occasion that an Employee is called back to duty during the Employee’s on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure

for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one call for the purpose of determining call-back pay.

- (b) When a regular or temporary Employee who has not been assigned “on-call duty”, is called and required to report for work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.

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

9.06 Call-back compensation may be taken in pay or in time off in accordance with the provisions of Article 8.01.

9.07 Where an Employee works more than six (6) hours pursuant to Article 9, and there is not a minimum of seven point seven five (7.75) hours off duty before the next scheduled shift, at the Employee’s request the Employee shall be given a paid leave for that shift.

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 thirty (30) minutes, the Employee shall be compensated at the overtime rate for thirty (30) minutes.

ARTICLE 10: TRANSPORTATION

10.01 An Employee who is called back pursuant to the provisions of Article 9 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:

- (a) thirty-five cents (35¢) per kilometre until thirty (30) days after the ratification of this Agreement;
- (b) thirty-eight cents (38¢) per kilometre from thirty (30) days after the ratification of this Agreement.

from the Employee's residence to the site and return.

10.02 An Employee who normally travels from the site to the Employee's place of residence by means of public transportation following the completion of the Employee's shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to the Employee's place of residence.

10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed pursuant to Article 10.01.

10.04 Employees who use their personal vehicles for business authorized by the Employer shall be required to submit proof of financial responsibility when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

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

LESS

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

EQUALS

Reimbursement to a maximum two hundred and sixty dollars (\$260.00) 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 one hundred and thirty dollars (\$130.00) per month on account of that requirement.
- (b) Allowances for part-time Employees shall be paid monthly and pro-rated based on the Employee's FTE and then adjusted quarterly to reflect the FTE equivalent of the hours worked in the preceding quarter.
- (c) Allowances for Casual Employees shall be calculated and paid quarterly, based on the FTE equivalent 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 thirty (30) days of that leave.

- 10.06 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking with operational plug-ins where available, at no cost for the Employee.
- 10.07 (a) Time spent traveling between sites during the workday is work time.
- (b) Time spent traveling to an Employee's home site at the start of the day, or returning from the Employee's home site at the end of the day is on the Employee's own time and unpaid.
- (c) When the Employee is required to report to a site or other location at the start of their day, or to end their work day at a site or other location other than their home site, the travel, to the extent it extends beyond normal working hours, is on the Employee's own time unless the one way trip adds more than twenty (20) kilometres to their travel. In that case, the Employee will be paid kilometrage and time for their additional travel. The question of whether the trip adds more than twenty (20) kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee's residence or at the Employee's home site.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven (7) shifts. Where the Employee will be on rotating shifts, the first four (4) shifts shall be day shifts and the Employee's first two (2) shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned seven (7) shifts as determined by the Employer.

- 11.04 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a regular or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing, and
 - (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.
- provided there was no break in the Employee's service for longer than six (6) months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules subject to the provisions of Article 7;
 - (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;
 - (c) layoff and recall subject to the provisions specified in Article 15;
 - (d) approval of vacation times.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
 - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;

- (c) if, subject to the provisions of Article 15, an Employee does not return to work on recall.

12.04 **Seniority Lists**

- (a) *Provision of Seniority Lists*

Seniority lists shall be provided by the Employer to the Union:

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every six (6) months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 15.

- (b) *Contents of Seniority Lists*

Two (2) separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each regular and temporary Employee in chronological order, along with each Employee's full-time equivalent (FTE) and classification. A secondary list shall identify the name and seniority date of each regular and temporary Employee, grouped according to their home site and unit.

- (c) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three (3) months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a casual Employee.

- (d) Where an Employee claims previous service under Article 12.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from an excluded position and when employment in the excluded position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's

seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.

- 12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall, upon voluntary termination of employment with the previous Employer, be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14, the Employee's initial basic rate of pay subject to Article 27, vacation entitlement subject to Article 17, sick leave accrual subject to Article 19 or severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) Each Employee shall receive a yearly evaluation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay

a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies in each site in the bargaining unit not less than ten (10) calendar days in advance of making an appointment. 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 ten (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 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;
 - (v) the commencement date for the position.

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

- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or

- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a full-time or part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A regular Employee 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) 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.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

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

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

If all applicants for a vacancy are casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the

position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

- 14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 14.06 When an Employee is promoted from one 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 she or he has been promoted.
- 14.07
- (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five point five (325.5) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
 - (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
 - (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
 - (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
 - (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.

(f) A transferred Employee's first three (3) shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating shifts, the first two (2) shifts shall be day shifts, and in addition the Employee's first shift on evenings or nights shall be under guidance or supervision.

14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.

14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At time of hire, or transfer, or change of hours in accordance with the Letter of Understanding Re: Decreasing or Increasing Regular Hours of Work, or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per shift and shifts per shift cycle;
- (d) date of hire and transfer (if applicable);
- (e) increment level; and
- (f) the site or sites the person will work "at", or "at or out of", as the case may be.

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

14.11 In instances where a regular Employee accepts a regular managerial position which is outside the scope of this Agreement and involves supervising Employees within the bargaining unit, the resultant vacancy shall be posted as a temporary position, not exceeding six (6) months. During this six (6) month period, the former Employee may be reinstated into their former position.

14.12 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.

14.13 Employees are not permitted to apply for vacancies to add to their existing position.

- 14.14 Employees in any regular position may indicate a willingness to work additional shifts at any site and shifts worked will be as a part of their one (1) employment relationship.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, “ability to perform the work” shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

15.02 Notice

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.

15.03 Order of Layoff

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.04 Displacement

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

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

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

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

15.05 Recalls

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

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

15.07 Benefits

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

15.08 Application of Collective Agreement

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

- 15.09**
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of posting. Employment competitions posted pursuant to Article 15.09(a) shall be limited to regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
 - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.09.

- (d) Applications pursuant to Article 15.09(a) shall be made to the Employer in writing.
- (e) In making promotions and transfers pursuant to Article 15.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
- (f) Where there is:
 - (i) a vacancy resulting from an appointment under 15.09(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 15.09(a),recalls shall be carried out in accordance with Article 15.05.
- (g) The name of the Employee appointed pursuant to Article 15.09(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

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

ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE

16.01 Responsibility Allowance

- (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (25%) of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one dollar and seventy-five cents (\$1.75) per hour in addition to the Employee's basic rate of pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

16.02 **In Charge Pay**

- (a) The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b)
 - (i) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional one dollar and seventy-five cents (\$1.75) 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. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.
- (d) Where, as of March 4, 1997, the person in charge of a unit on a specific shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of that unit and specific shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.
- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.03 No Employee shall receive payment under both Responsibility Allowance (Article 16.01) and Charge Pay (Article 16.02) concurrently.

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

16.05 **Temporary Assignment**

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

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Responsibility Allowance as per Article 16.01, such Employee shall receive an amount not greater than the amount provided in Article 16.01.

- (b) When an Employee is assigned to replace another Employee in a higher paid classification for one 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 two dollars (\$2.00) per hour.

16.06 **Preceptor Pay**

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

ARTICLE 17: VACATIONS WITH PAY

17.01 **Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of _____ in each calendar year and concluding on the last day of _____ of the following calendar year;
- (c) "date of employment" means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
 - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and last days inclusive of any month, the first (1st) day of the following calendar month.

17.02 **Vacation Entitlement**

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

(a) *Staff Nurse and Assistant Head Nurse*

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

- (i) during the first (1st) year of such employment, an Employee earns a vacation of fifteen (15) working days;
- (ii) during each of the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
- (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
- (iv) during each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

(b) *Head Nurse and Instructor*

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

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

An Employee who has less than one (1) year of service prior to the first (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 twelve (12) months.

(d) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of twenty-five (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 thirty (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 thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

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

17.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 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. 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 fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a) a full-time or part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (2X) her or his basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with

(ii) six percent (6%) in the case of an Employee entitled to fifteen (15) working days vacation per annum; eight percent (8%) in the case of an Employee entitled to twenty (20) working days vacation per annum; or ten percent (10%) in the case of an Employee entitled to twenty-five (25) working days vacation per annum; or twelve percent (12%) in the case of an Employee entitled to thirty (30) working days vacation per annum; of the Employee's regular earnings from the first (1st) day of _____ in each calendar year to the date of termination.

(b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

(c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

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

(a) periods during which the Employee is in receipt of sick leave pursuant to Article 19.03;

(b) periods during which the Employee is in receipt of Short Term Disability benefits;

(c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits;

(d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first twenty-four (24) months of such absence.

ARTICLE 18: NAMED HOLIDAYS

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

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, 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 holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee's basic rate of pay.

18.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work her or his scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the holiday when scheduled or required to do so.

18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's basic rate of pay plus:

- (i) an alternate day off at a mutually agreed time; or
 - (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) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (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.

- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where she or he 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 she or he 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

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's basic rate of pay and the number of days thus paid shall be deducted

from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 (a) When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- (b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than one hundred and twenty (120) days of sick leave credits shall be entitled to use the additional credits until they fall below the one hundred and twenty (120) days; thereafter, the Employee shall not accrue greater than one hundred and twenty (120) days.
- 19.06 Should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Long-Term Disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
- (ii) incapable of performing the duties of her or his former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

- (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.
 - (b) An Employee who does not qualify for LTDI benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.
- 19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 19.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) 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 one-tenth (1/10) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).
- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
 - (b) incapable of performing the duties of her or his former position, but is capable of performing the duties of her or his former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;
 - (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.
 - (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, 14 and 37.
- 20.04 In reinstating an Employee under Article 20.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible,

the Employee will be reinstated to their home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

ARTICLE 21: PREPAID HEALTH BENEFITS

21.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) The HOBP (Health Organizations Benefit Plan) Supplementary Benefits Plan or equivalent, which provides benefits at no less than those in place on February 25, 2001, inclusive of:

Effective July 1st, 2004:

- (i) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every two (2) calendar years per person for corrective lenses;
 - (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);

- (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.
- 21.02 (a) Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- (b) Except where specific benefits are provided for in this Article, a plan required to be equivalent to HOBP will not be found deficient if any additional benefits provided out weigh any specific alleged deficiency. That is, except for benefits specifically described in Article 21.01, plan benefits are to be assessed on an overall value to Employee basis.
- 21.03 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Provincial Health Authorities of Alberta, on behalf of all Employers, shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta. Where the Health Organizations Benefit Plan is not in force at any given Employer, that Employer shall provide a copy of its Plan to the Union.
- (b) The Provincial Health Authorities of Alberta shall advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c). Where the Health Organizations Benefit Plan is not in force at any given Employer, that Employer shall provide premium rate changes to the Union.
- 21.06 Such coverage shall be provided to regular and temporary Employees except for:

- (a) a part-time Employee whose regularly scheduled hours of work are less than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (b) a temporary Employee who is hired to work for a position of less than six (6) months;

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

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

22.02 Bereavement Leave

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

22.03 Maternity Leave

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related

reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employee and the Employer.

- (c) 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.

22.04 **Adoption/Paternity Leave**

- (a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve (12) 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) days 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 paternity leave with one (1) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

22.05 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement

of such studies, the Employee shall advise the Employer in writing of such program requirements.

22.06 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled shift(s) so missed;
 - (ii) be paid an amount equal to the Employee's average daily earnings at the basic rate of pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.07 **Special Leave**

- (a) Each calendar year, each regular and temporary Employee shall be entitled to up to four (4) special leave days without loss of pay, as either family leave or pressing necessity leave.
 - (i) **Family Leave**

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined in Article 22.02. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.

Employers will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

(ii) **Pressing Necessity Leave**

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family.

(b) **Terminal Care Leave**

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

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 22.07(a) and (b).

22.08 **Statement of Policy**

The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

22.09 **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 Article 22.09(c), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium

payments shall be administered in the same fashion as an Employee absent due to illness.

- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) With the exception of a leave of absence for Union 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.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (g) 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.
- (h) In reinstating an Employee under Articles 22.03(c) or 22.04(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 their home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is

expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.

- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.

ARTICLE 24: NO STRIKE OR LOCKOUT

- 24.01 There shall be no strike, lockout or slowdown during the currency of this Collective Agreement.

ARTICLE 25: SALARIES

- 25.01 Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 (A) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her or his registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (b) in all other cases, a nurse who is not registered on her or his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (B) Upon becoming registered by the Alberta Association of Registered Nurses, a Temporary Permit Holder:
- (a) if newly graduated from an approved School of Nursing in Alberta having completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board that the Employee has completed a training program substantially equivalent to the basic nursing education program offered by an approved School of Nursing in Alberta, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and

- (b) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the Nursing Profession Act, and who subsequently qualifies to have her or his name entered into the register of registered nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.
- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.
- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06
 - (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
 - (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01
 - (a) For the purpose of establishing an Employee's basic rate of pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by bona fide post secondary educational institutions.

Course/Certificate	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Board of Lactation Consultant Examiners Certificate	50¢
Canadian Nurses' Association Certification	50¢
Active registration in the AARN plus diploma in Psychiatric Nursing (or vice versa)	50¢
Course in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.

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

26.03 (a) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Head Nurse and an Assistant Head Nurse, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.

(b) In order to be recognized for the purpose of establishing an Employee's basic rate of pay, a Canadian Nurses' Association Certification or International Board of Lactation Consultant Examiners Certification must be applicable to the position held by the Employee and must be current.

(c) Notwithstanding the above, when the Employer requires the Employee to maintain a certification with the Canadian Nursing Association, the Employee will receive an additional hourly allowance in the amount of fifty cents (50¢) per hour which will form part of the Employee's basic rate of pay and which is payable.

26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
 - (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past twelve (12) months, the Employer will recognize experience that is more than five (5) years old.
- 27.02 Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 Shift Differential

- (a) A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of two dollars (\$2.00) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or

- (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

28.02 **Weekend Premium**

A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

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

28.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 29: PENSION PLAN

29.01 The Employer shall contribute to the Local Authorities Pension Plan, the Public Service Pension Plan or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees, provided they are scheduled to work at least fourteen (14) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable Plan.

29.02 Where an eligible part-time Employee requests enrollment in a pension plan referred to in Article 29.01, the Employer shall facilitate such enrollment by

providing the Employee with the necessary forms and submitting such forms as may be necessary to the applicable plan forthwith.

29.03 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first (1st) 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 (1st) year of service.

29.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.

29.05 The Employer shall provide a supplemental pension plan in the form of a Registered Retired Savings Plan (RRSP). Effective on the Employee's date of enrollment, a regular Employee shall have the right to contribute up to two percent (2%) of his or her regular earnings into the RRSP. The Employer shall match the Employee's contributions into the RRSP.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-Time Employees

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

(a) Hours of Work

Amend Article 7.01(a) to read:

“7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.

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

(iii) A part-time Employee may work shifts in addition to those specified in Article 30.01(a).

- (iv) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of shift, the Employee shall be paid the Employee's basic rate for hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.
- (v) Where the Employer requires a part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid two times (2X) the applicable basic hourly rate for work performed."

(b) Shift Schedules

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

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

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on one-half (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 fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

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

(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 twelve (12) of the weekends averaged over one (1) complete cycle of the shift schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary."

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

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

Option 1

(i) at least fifteen point five (15.5) hours off duty between shifts;

(ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days

each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle;
- (iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

Option II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle;
 - (iv) designated days of rest on three (3) weekends in a six (6) week period, one of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10."
- (iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation.
- (c) Increment Accrual
- (i) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero (1,711.50) regular hours actually worked to the maximum increment granted full-time Employees.
 - (ii) For part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

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

(d) Vacation with Pay

(i) Amend Article 17.02 to read:

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

(i) hours paid at the basic rate of pay, inclusive of periods of sick leave with pay;

(ii) hours worked and paid in accordance with Article 7.04;

(iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours;

(iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;

(v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability benefits;

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

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

(i) *Staff Nurse and Assistant Head Nurse*

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

Hours specified in Article 30.01(d) (17.02(a))	(i): X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	--------	---------------------------------	---	---

- (a) six percent (6%) during the first (1st) employment year;
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) employment years;
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(ii) *Head Nurse and Instructor*

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

Hours specified in Article 30.01(d) (17.02(a))	(i): X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
--	--------	---------------------------------	---	---

- (a) eight percent (8%) during each of the first (1st) to ninth (9th) employment years;

- (b) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) employment years;
- (c) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(c) Supplementary Vacation

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

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

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

(d) Employee with Less than a Year of Service

An Employee who has less than one (1) year of service prior to the first (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 twelve (12) months.

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

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

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

(e) Named Holidays

Amend Article 18 to read:

"18.01 Part-time Employees shall be paid in addition to their basic rate of pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

18.02 A part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee's basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee's basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at

least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

(f) Sick Leave

Amend Article 19.02 to read:

"19.02 (a) A part-time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.

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

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

30.02 **Temporary Employees**

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

30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to casual Employees.

(a) **Hours of Work**

- (i) No casual Employee shall be scheduled except with the Employee's consent. Except where a casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
- (iii) Where a casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (iv) In the event that a casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid four (4) hours pay at the Employee's basic rate of pay.

(b) **Increment Accrual**

Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand seven hundred and eleven point five zero

(1,711.50) regular hours actually worked to the maximum increment granted full-time Employees.

(c) Vacation

Amend Article 17 to read:

“17.02 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:

- (i) six percent (6%) of their regular earnings during the first (1st) employment year;
- (ii) eight percent (8%) of their regular earnings during the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) of their regular earnings during the tenth (10th) to nineteenth (19th) employment years;
- (iv) twelve percent (12%) of their regular earnings during the twentieth (20th) to twenty-fourth (24th) employment years;
- (v) twelve point four percent (12.4%) of their regular earnings during the twenty-fifth (25th) and subsequent employment years; in lieu of vacations with pay;

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

(d) Named Holidays

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 A casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee’s basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee’s basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in pocket-size 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 32A: GRIEVANCE PROCEDURE

32.01A Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if sent by registered mail or

delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Chief Executive Officer or her or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02A **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.
- (b) Time limits may be extended by mutual agreement in writing.

32.03A **Dispute Between the Employer and the Employee(s)**

(a) **Step 1 (Immediate Supervisor & Employee – Initial Discussion)**

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the immediate supervisor in an excluded management position. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) **Step 2 (Director of the Department - Submission of Grievance)**

The grievance shall be submitted in writing to the Director of the Department or equivalent, with a copy of the grievance sent to the Employee's immediate supervisor, within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Employer shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) **Step 3 (Resolution Meeting)**

The Parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted at Step 2. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within seven (7) days of the meeting. 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.

(d) **Step 4 (Arbitration)**

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to arbitration as hereinafter provided within seven (7) days of receipt of the decision from the Employer.

(e) If a meeting is held at Step 1, Step 2 or Step 3, an Employee shall have the right to be accompanied by a representative of the Union.

32.04A Disputes Between the Parties: Group, Policy and Employer Grievances

(a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated by the Union or the Employer, in writing, to the Director of the Department or equivalent or Local Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05A Default

(a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at Step 2, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limit.

- (b) Prior to the grievance being advanced to arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least one (1) meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to arbitration shall do so in writing within forty-five (45) days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

32.06A **Mediation**

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 32B: COMPENSATION OVERPAYMENTS

32.01B A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.

32.02B 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.
- (b) If the amount involved is less than two hundred dollars (\$200.00), 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 Union and the Employee.
- (c) If the amount involved exceeds two hundred dollars (\$200.00) 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 Appendix A, with a copy to the Union 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 twenty-five (25) days.
- (e) The Employer may recover overpayments by deductions from an Employees' earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after twenty-five (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 cheque, at a rate not to exceed twenty-five dollars (\$25.00) per two hundred dollars (\$200.00) of gross earnings;
 - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.
- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within twenty (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.

32.03B The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ATTACHMENT A

OVERPAYMENT RECOVERY NOTICE

**You must reply to this notice as soon as possible and in any event within 25 days
– See Article 32-B of the Collective Agreement**

Name:	
Employee Number:	Date:

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

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

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

- Collect the entire amount from my next cheque.
- Collect \$ _____ dollars over the next _____ pay periods.
- Attached is a personal cheque for the entire amount.
- Attached are __ post-dated cheques for \$ _____ each to address the amount in full.
- Please collect the amount of recovery required from one or more of the following:
 - Overtime Bank
 - Statutory Holiday Bank
 - Vacation Bank

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

Repayment/Preference Agreed:

Employer Signature

Date

Please direct replies to:

Notes of Oral Discussion with Employee:

Date: _____

cc: UNA

ARTICLE 33: ARBITRATION

- 33.01 Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing to its intention to do so; and
- (a) name its appointee to the Arbitration Board; or
 - (b) state its desire to meet to consider the appointment of a single arbitrator.
- 33.02 Within seven (7) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or
 - (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (21) days 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 fourteen (14) days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 33.06 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 a Board of Arbitration or 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 or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.

- 33.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.09 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.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's basic rate of pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union 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 Union within fourteen (14) calendar days of the presentation by the Union.
- 34.02 (a) No Employee shall be assigned to work alone on a unit.
- (b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working

Alone Safety Plan which shall be reviewed annually by the Occupational Health and Safety Committee.

- 34.03 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.04 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Occupational Health & Safety Committee.
- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee. Signs shall be posted in public areas to give notification of this.
- 34.05 If an issue arises regarding occupational health or safety, the Employee or the Union 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 to the Occupational Health and Safety Committee in the form of a written complaint.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

- 35.01 (a) The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "professional development" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.
- 35.02 **In-Services**
- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation
 - (ii) Anaphylaxis
 - (iii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures)

- (iv) Evacuation and disaster procedures
- (v) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than twenty-three (23) hours per year. The twenty-three (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 staff abuse.

35.03 **Professional Development Days**

Upon request, each Employee shall be granted at least three (3) professional development days annually, at the basic rate of pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

35.04 **Nursing Journals**

The Employer shall make available at each site no fewer than five (5) current nursing journals.

35.05 **Travel**

Employees who are required by the Employer to attend staff development activities shall be reimbursed for required transportation, subsistence, course material and registration fees and shall be paid at the applicable rate of pay.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) A Professional Responsibility Committee shall be established with up to four (4) Employees elected by the Union and up to four (4) representatives of the Employer. 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 ten (10) days of receiving a written complaint regarding patient/resident/client care. A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.

- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care including staffing issues.
- (e) Where a complaint is specific to one (1) ward or unit, the Employee or Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
- (f) When an item is unresolved for more than forty-five (45) calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present their complaint to the governing Board. The governing Board will then give their reply to the Professional Responsibility Committee within fourteen (14) calendar days.
- (g) To prevent misunderstandings and to assure all problems are dealt with, answers must be communicated, in writing, to the Professional Responsibility Committee.
- (h) The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than thirty (30) days from the original discussion of the particular staffing issue(s).

36.02 An Employee attending Professional Responsibility Committee meetings shall be paid her or his basic rate of pay for such attendance.

ARTICLE 37: EXTENDED WORK DAY

37.01 (a) Where the parties to this Collective Agreement agree to implement a system employing extended working days and resultant compressed work

week, they shall evidence such agreement by signing a document indicating:

- (i) applicable nursing unit
- (ii) applicable positions
- (iii) applicable extended work day option.

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

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

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

Option I: 11.08 Hour Extended Work Day

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

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

- (i) be a consecutive time period of eleven hours and five minutes (11.08 hours) per day;
- (ii) be thirty-six point nine three (36.93) hours per week averaged over one (1) complete cycle of the shift schedule;
- (iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve point two

five (12.25) hours per day, as determined by the start and finish times of the shift.”

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

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

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

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

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

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

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

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

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than fourteen (14) calendar days per year.
- (e.1) An Employee who has requested to work shift pattern (ii) and has done so for at least twelve (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 twelve (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 twelve (12) month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted shift schedule.
- (f) Employees who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between zero seven hundred (0700) hours and fifteen hundred (1500) hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

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

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

“30.01 (a) 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-six point nine three (36.93) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

- “30.01 (b) 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
- (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
 - (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of twenty-two (22) in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
 - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
 - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
 - (v) where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty;”

Option II: 9.75 Hour Extended Work Day

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

- “7.01 (a) Regular hours of work for full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of nine point seven five (9.75) hours per day;
 - (ii) be thirty-seven point zero five (37.05) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

- “7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
 - (ii) exclude, as scheduled by the Employer, one (1) meal period of thirty (30) minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than thirty-five (35) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied;
 - (iii) except that such meal period shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

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

- “7.02 (g) (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
- (ii) at least two (2) consecutive days of rest per week; and
 - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible,

Employees shall not be required to work beyond twenty hundred (2000) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;

- (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (v) where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

(h) Does not apply

- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at two times (2X) the Employee's basic rate of pay for all regular hours worked during the period of violation."

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

"30.01 (a) 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-seven point zero five (37.05) hours per week averaged over one (1) complete cycle of the shift schedule."

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

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

- (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between extended shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of

sixteen (16) in a five (5) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) not more than four (4) consecutive extended shifts, nor more than four (4) extended shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

37.03 Amend Article 8.01(a) to read:

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

37.04 Amend Article 11.01 to read:

"11.01 (a) A new Employee shall serve a probationary period of four hundred and seventy-one (471) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.

(b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them."

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

“17.02 Vacation Entitlement

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

(a) *Staff Nurse and Assistant Head Nurse*

- (i) During the first (1st) year of such employment, an Employee earns a vacation of one hundred and sixteen point two five (116.25) working hours per year;
- (ii) During each of the second (2nd) to ninth (9th) years of employment, an Employee earns vacation of one hundred and fifty-five (155) working hours per year;
- (iii) During each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of one hundred and ninety-three point seven five (193.75) working hours per year;
- (iv) During each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of two hundred and thirty-two point five (232.5) working hours per year.

(b) *Head Nurse and Instructor*

- (i) During each of the first (1st) to ninth (9th) years of employment, an Employee earns vacation of one hundred and fifty-five (155) working hours per year;
- (ii) During each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of one hundred and ninety-three point seven five (193.75) working hours per year;
- (iii) During each of the twentieth (20th) and subsequent years of employment, an Employee earns vacation with pay at the rate of two hundred and thirty-two point five (232.5) working hours per year.”

37.06 Amend Article 17.02 (d) to read:

17.02 (d) Supplementary Vacation

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

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours.

37.07 Amend Article 17.04(a) to read:

“17.04 (a) *Vacation Pay on Termination*

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

- (i) the unused period of vacation entitlement up to _____ in each calendar year at the Employee's basic rate, together with
- (ii) six percent (6%) in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours vacation per annum, or eight percent (8%) in the case of an Employee, entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten percent (10%) in the case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred and thirty-two point five (232.5) working hours vacation per annum, of the Employee's regular earnings from the first (1st) day of _____ in each calendar year to date of termination.”

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

“18.01 (c) It is agreed that a full-time Employee covered by this Article shall be entitled to eleven (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 seven point seven five (7.75) hours to a maximum of ninety-three (93) hours per annum.”

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

“18.03 (c) pay for the day referred to in (a)(i), (ii), (iii) and (b) shall be for seven point seven five (7.75) hours.”

37.10 Amend Article 19.02 to read:

“19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours.”

37.11 Amend Article 19.03 to read:

“19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee’s basic rate of pay and the number of hours thus paid shall be deducted from the Employee’s accumulated sick leave credit to the total number of the Employee’s accumulated credit at the time sick leave commenced.”

37.12 Amend Article 19.05 to read:

“19.05 (a) When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, the Employee shall no longer accrue sick leave credits until such time as the Employee’s total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.

(b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than nine hundred and thirty (930) hours of sick leave credits shall be entitled to use the additional credits until they fall below the nine hundred and thirty (930) hours thereafter, the Employee shall not accrue greater than nine hundred and thirty (930) hours.”

37.13 Amend Article 28 to add:

28.01 (c) No Employee shall receive payment under 28.01 (a) and 28.01 (b) concurrently.

37.14 Amend Article 30.01(a): 7.01(a)(v) and (vi) to read:

“30.01 (a) 7.01 (a) (v) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of shift, the Employee shall be paid her or his basic rate of pay for such hours or, if applicable, two times (2X) the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

37.15 Amend Article 30.01(e) to read:

“18.01 A part-time Employee shall be paid in addition to her or his basic rate of pay a sum equal to four point eight percent (4.8%) of the Employee's regular earnings in lieu of Named Holidays, inclusive of the “Floater” holiday.

18.02 A part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 at one and one-half times (1 1/2X) the Employee's basic rate of pay and at two times (2X) the applicable basic hourly rate for all hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

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

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

37.16 Amend Article 30.01(f) to read:

- "(a) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month pro-rated on the basis of the hours worked by the part-time Employee in relation to the regularly scheduled hours for full-time Employees.
- (b) For part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled shifts missed due to illness or injury."

37.17 Amend Article 30.03(d) to read:

- "18.01 A casual Employee shall be paid in addition to her or his basic rate of pay a sum equal to four point eight percent (4.8%) of the Employee's regular earnings in lieu of Named Holidays, inclusive of the "Floater" holiday.
- 18.02 A casual Employee who works an extended work day shift on a Named Holiday shall be paid at one and one-half times (1 1/2X) the applicable hourly rate for the first seven point seven five (7.75) hours and two times (2X) the applicable hourly rate for all hours in excess of seven point seven five (7.75) hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day shift and who is absent; in which case the Employee shall be paid one and one-half times (1 1/2X) for work performed on the Named Holiday up to the regular daily hours specified in the applicable Option in Article 37.02 and two times (2X) the applicable basic hourly rate for all hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.

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

37.18 A casual Employee who works an extended work day shift shall be paid at the overtime rate for time worked in excess of seven point seven five (7.75) hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day shift and who is absent for any reason; in which case, two times (2X) the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified in the applicable Option in Article 37.02.

ARTICLE 38: TECHNOLOGICAL CHANGE

38.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 39: JOB DESCRIPTION

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

ARTICLE 40: COMMITTEE PARTICIPATION

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

ARTICLE 41: AMBULANCE DUTY

- 41.01 Where the Employer requires Employees to perform ambulance duties, the Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed her or his name on such a roster shall not be required to take an ambulance assignment except where no Employee on the roster can perform such assignment.
- 41.02 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip beyond a radius of thirty-five (35) kilometres from the Employee's place of employment.
- 41.03 In addition to the payment in Article 41.02 above:
- (a) In the event circumstances permit an immediate return to the Employee's place of employment, the Employee shall be paid at the Employee's basic rate and/or, if applicable, the overtime rate as stated in Article 8, to which the Employee is entitled up to the time:
 - (i) the patient/resident/client is released into the care of the receiving site; or
 - (ii) the Employee's scheduled work period would otherwise have ended; or
 - (iii) the Employee has returned to her or his place of employment;whichever is the later and the Employee shall be reimbursed for reasonable and substantiated expenses incurred.
 - (b) In the event circumstances prevent an immediate return to the Employee's place of employment, the Employee shall be entitled to:
 - (i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of the ambulance duty; and
 - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
 - (iii) the Employee's basic rate of pay and/or, if applicable, the overtime rate as stated in Article 8 for the time spent on the return trip on the same basis as if the Employee had been working at the Employee's place of employment.

ARTICLE 42: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

- 42.01 Subject to Article 42.02, the Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit

of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

42.02 Where, on the coming into force of this Collective Agreement:

- (a) The funds were applied to a particular purpose for the benefit of Employees other than through the Union, the funds may continue to be applied for that purpose provided the Union is provided with an annual summary accounting for the funds received and the manner in which they were expended.
- (b) The funds were paid to the Union or a Local Union, or some specific Union administered program, that shall continue, subject to the terms of any existing arrangements.

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

ARTICLE 43: SUBSISTENCE

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

- (a) **Meals**

Breakfast	\$7.50
Lunch	\$9.50
Supper	\$17.00

Reimbursement for meals may be claimed as follows:

- (i) Breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours, or
- (ii) Lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours, or
- (iii) Dinner, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

- (b) **Per Diem Allowance**

A per diem allowance of six dollars (\$6.00) may be claimed for each twenty-four (24) hour period while away from home.

(c) **Accommodation**

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

- (i) Full reimbursement for approved hotel or motel accommodation upon the provision of a receipt,
- (ii) Where no accommodation receipt is produced, a flat rate of sixteen dollars and fifty cents (\$16.50) may be claimed in lieu of the allowance claimable under sub-section (i).

(d) **Miscellaneous Travel Costs**

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

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) Employees will be informed, by letter, and the Union by a report, of the Employee’s home site, and any Employee’s additional sites where appropriate, within one hundred and twenty (120) days of the ratification of this Collective Agreement. Any disputes as to the accuracy of the report shall be identified within forty-five (45) days of issuing the report and communicated to the Employer. Any unresolved questions about the accuracy of the list may be submitted to arbitration. Any such arbitration will be decided by a rights arbitration panel consisting of Chair Sims, and nominees Armstrong and Kanee.
- (c) Multi-site Employees established under Article 44.03 will work “at”, or “at or out of”, more than one designated site, but one of those sites must be designated as their home site.
- (d) 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.

- (e) The Employer may establish new sites, or close existing sites.

44.02 **“At or out of” Positions**

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

44.03 **Multi-site Positions**

- (a) A multi-site position is one where the Employees are required to work routinely and on a scheduled basis “at” or “at or out of” more than one site.
- (b) The Employer may create new multi-site positions where necessary either because:
 - (i) they require specialist Employees,
 - (ii) they involve specialized or specific medical services which, due to insufficient demand at one (1) location, are best delivered by the same Employees working at more than one (1) site on a regularly scheduled basis.

- (c) The norm will continue to be that most nurses will continue to be employed in single site positions.
- (d) If the Employer establishes a multi-site position, it shall prepare a description of the position, the locations involved and the reason why the position needs to be a multi-site position.

It will provide the Union with:

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

- (j) For the purposes of Articles 7, 30, and 37 the Employee's shift schedules shall include the sites other than the home site.
- (k) A nurse given a notice of a change in the position from an "at" a site position to a multi-site position may accept the move, accept her rights under Article 15 except the right to displace other employees, or object to the move and ask that it be reviewed by the Employer and, failing resolution within five (5) days, by the Relocation Committee. A nurse's objection must state in writing the reasons upon which the nurse objects to the relocation.
- (l) The nurse, upon giving an objection, and the Employer, upon receiving that nurse's objection, will ascertain, by posting in the Employer's case, whether there are other Employees able to accept the relocation in place of the objecting nurse, whether they are willing to do so, and whether the objecting nurse is willing and suitable to take that other Employee's place in lieu of her position.
- (m) The Employer will provide the Relocation Committee and the Union with the information about the willingness and ability of other nurses to relocate prior to the next meeting of the Relocation Committee.
- (n) The Relocation Committee will decide whether the personal circumstances of the nurse revealed in the objection are such that is not reasonable for her to be required to accept the multi-site position in accordance with the Employer's notice after considering:
 - (i) The nurse's interests in remaining at a single workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests,
 - (ii) The degree to which the service requires or depends upon the nurse's particular skills, abilities and training,
 - (iii) The availability of other persons able and willing to take the multi-site position,
 - (iv) Any earlier relocations the nurse experienced that compound the effect of the disruption on her personal circumstances.
- (o) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the multi-site position in place of the nurse raising objections, it may direct that the multi-site position be given to that volunteer in place of the objecting nurse provided the objecting nurse is willing and suitable to take that volunteer's place in lieu of her position.
- (p) If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the nurse's interests

outweigh the Employer's interests in making the transfer, the nurse will as a result be entitled to exercise her full Article 15 rights.

44.04 **Permanent Service Relocation**

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

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

44.05 **Temporary Transfers**

- (a) **Meetings**

Employees may be assigned to attend meetings at another site.

- (b) **Orientation**

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

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

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

If the relocation is anticipated to last for less than one hundred and fifty (150) days and is for less than fifty (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 her recall rights by refusing recalls to other than the position from which she 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' FTE's 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 Union 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 twelve (12) weeks notice and in no event will the period of notice be reduced below three (3) weeks without the Union'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 nurse 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 twelve (12) weeks notice, or any shorter period of notice agreed to be the Union.

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

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

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

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

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

(e) **Emergency Circumstances**

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

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

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

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling nurses 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 nurses and safety concerns that outweigh the stresses and concerns caused by relocation.

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

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

44.06 **Designated Float Positions**

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

(i) Coverage for sick leave;

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

44.07 **Volunteers for Temporary Assignments**

- (a) The Employer may seek and post for regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
 - (i) Sick leave

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

44.08 **Relocation Committee**

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

- (g) The Umpire shall encourage the parties to reach a consensual resolution of each issue, but failing that, will issue a final and binding decision based on the Umpire's meetings with the Committee within ten (10) days of the matter being referred to the Umpire.
- (h) The Relocation Committee and the Umpire may hear submissions from any person it believes may assist the committee or the Umpire in arriving at a decision. The committee and the Umpire shall proceed informally. If questions of procedure arise that cannot be resolved consensually, the Umpire will settle the process to be followed.
- (i) At any time an Umpire decides a matter the Umpire will consider the same factors as the Relocation Committee.
- (j) The Costs of the Umpire will be shared equally between the parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: UNIT

WHEREAS the parties agree that Employee safety is of mutual importance; and

WHEREAS the physical design, staffing patterns, and policies and practices differ amongst Alberta health care facilities; and

WHEREAS the optimal approach to assuring Employee safety is best addressed at the local level by the Employer and the Union;

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT:

1.
 - (a) Except as provided in (b) below, for the purposes of application of Article 34.02, the Employer shall provide the Union with a list of areas in the facility that the Employer has designated as a unit. Such list shall be provided to the Union no later than September 30, 2004.
 - (b) In the event that the Employer provided the Union with a list of areas that the Employer has designated as a unit under the terms of a prior Collective Agreement, and the unit designation was resolved or remains in the process of being resolved, the Employer shall not be required to provide a list pursuant to 1(a), and the provisions of #2 to #7 inclusive shall not apply unless the Employer changes the designation. Upon the request of the Union, the Employer shall provide a list of areas designated as a unit under the terms of a prior Collective Agreement, as information only.
2. If the Union identifies any concerns:
 - (a) Regarding Employee safety relative to the application of Article 34.02; or
 - (b) Where the Employer has not designated an area as a unit or part of a unit;

then, an Ad-hoc Committee, not exceeding eight (8), of equal numbers appointed by the Employer and the UNA Local shall be established and shall address such concerns.

3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within thirty (30) days of receipt of the written notification pursuant to #1 and #8, to the governing Board of the site concerned.

The Board shall reply in writing to the Union within seven (7) days of the presentation by the Union.

4. Failing resolution of the dispute between the parties, pursuant to #3 above, the Union may advance the dispute within thirty (30) days of response from the governing Board to arbitration in accordance with Article 33 of this Collective Agreement.
5. In hearing the dispute pursuant to #4 above, the Board of Arbitration shall consider whether the designation of a ward or unit is appropriate in the circumstances in order to satisfy the requirements of Article 34.02 as it pertains to Employee safety.
6. Should the Board of Arbitration find that the Employer's designation of a ward or unit is inappropriate, the matter shall be returned to the parties for a period of thirty (30) days during which the Employer and the Union will attempt to again resolve the matter.
7. Should the parties fail to resolve the matter within the thirty (30) day period, the Board of Arbitration shall render a decision in this regard.
8. Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.
9. This Letter of Understanding shall form part of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: CHARGE DESIGNATION REVIEW COMMITTEE

1. A Charge Designation Review Committee shall be established, upon the request of the Union, to review the charge designation of a ward or unit that does not have a person who is a Registered Nurse or Registered Psychiatric Nurse in charge on a specific shift.
2. The Committee shall determine if the documented charge roles and responsibilities pursuant to Article 16.01(c) accurately reflect the roles and responsibilities of the person designated in charge of the ward or unit. The Committee shall determine whether the person designated is qualified to carry out the actual roles and responsibilities.
3. The Committee shall issue a report which is binding on the parties.
4. The Committee shall be comprised of three (3) members, one (1) appointed by the Employer, and one (1) appointed by the Union. The Chair will be mutually appointed by the parties, failing which the Director of Mediation Services will appoint.
5. Each party shall pay the expenses of their own Nominee and equally share the expenses of the Chairperson.
6. Where the Committee is requested to review a charge designation, they shall convene within thirty (30) days of the request of the Union. Where more than one (1) request for the Committee is made, the request shall be dealt with in order of timing of the requests, and the thirty (30) days may be exceeded as a result.
7. This Letter of Understanding shall expire on March 31, 2006, or on date of ratification of the next Collective Agreement, whichever is later.
8. The Charge Designation Review Committee is a body constituted to provide a method for the settlement of differences pursuant to the terms of Division 22 of the Labour Relations Code.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their basic rate of pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their basic rate of pay for each full period of one thousand seven hundred and eleven point five (1,711.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15 and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15 of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15 of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2006, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: TRANSFER OF PROGRAMS

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

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: DEFERRED SALARY PLAN

Within ninety (90) days of receiving a written request from an Employee, the Employer shall have a policy in place which will enable Employees who have completed their probationary period to access a deferred salary plan.

During such absence, the Employee shall have the right to continue with benefits as per Article 21, provided that he or she pays the full cost of the premiums. All provisions of Article 22.09(e) shall apply during the leave.

At the completion of the leave, the Employer shall reinstate the Employee in the same position held by her or him immediately prior to taking the leave or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

The policy shall be in accordance with Canada Customs and Revenue Agency and Local Authorities Pension Plan regulations.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: DECREASING OR INCREASING REGULAR HOURS OF WORK

WHEREAS it is the desire of the parties to replace, substitute or otherwise amend certain terms and conditions contained in the core of this Collective Agreement; and

WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work;

NOW THEREFORE the parties agree as follows:

1. **Decreasing regular hours of work for regular full-time and regular part-time Employees:**
 - (a) Requests to decrease regular hours of work, from regular full-time or regular part-time Employees, shall be made in writing. The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (b) A request to decrease regular hours of work shall indicate the requested number of shifts per shift cycle. Employees shall not be permitted to amend the length of their shift through this process.
 - (c) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds point four two full-time equivalent (.42 FTE), they shall be posted as a vacancy.

- (d) If the number of hours vacated as a result of this Letter of Understanding is less than point four two full-time equivalent (.42 FTE) the additional shifts may be offered to regular part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.
- (e) A regular full-time or regular part-time Employee can not decrease her or his full-time equivalent (FTE) to less than a point four two full-time equivalent (.42 FTE) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.
- (f) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (g) Where a regular extended shift Employee decreases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.

2. Increasing regular hours of work for regular part-time Employees:

- (a) If newly funded additional regular full-time equivalents of less than point four two (.42) become available on the unit or if the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four two full-time equivalent (.42 FTE) such additional or residual hours may be offered, in whole or in part, to regular part-time Employees in order of seniority, working on the unit or may be posted for members of the bargaining unit only.
- (b) If the number of hours available or vacated equals or exceeds point four two full-time equivalent (.42 FTE), these shall be posted in accordance with Article 14.
- (c) If there are no qualified applicants from the posting(s) in 2(a) or 2(b) above, the remaining shifts shall be offered in whole or in part to regular part-time Employees working on the unit, in order of seniority.
- (d) Any unassigned hours following the completion of 2(c) above will not remain subject to the provisions of this Letter of Understanding.
- (e) A regular part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in

her or his schedule without violating the scheduling provisions of the Collective Agreement.

- (f) A regular part-time Employee may become a regular full-time Employee through the operation of this Letter of Understanding.
 - (g) No regular part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
 - (h) Where a regular part-time extended shift Employee increases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
3. No Employee may decrease or increase her or his regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
 4. Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding Re: Severance.
 5. Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement.
 6. Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Union forthwith.
 7. An Employee whose regular hours of work are altered through the operation of this Letter of Understanding shall not be required to serve a trial period.
 8. Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14, 15, 30 or 37.
 9. This provision is not intended to circumvent the posting and recall provisions of Articles 14 and 15 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 14 and 15 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).
 10. This Letter of Understanding shall expire on March 31, 2006, or on date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

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 create a Joint Multi-Employer/UNA (Facility and Community) forum (hereinafter referred to as the Joint Committee) to facilitate these discussions, the Parties agree as follows:

1. Within ninety (90) days of ratification of this Collective Agreement, the Parties shall establish a Joint Committee.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Joint Committee will meet quarterly, 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, including:
 - (i) The issues regarding definition and application of a unit;
 - (ii) The Canada Customs and Revenue Agency (CCRA) rules that govern the circumstances in which existing Employee pay or benefits, as opposed to separate and additional allowances not paid elsewhere in the Province, might qualify for favourable tax treatment for Employees living in eligible areas of the Province Prescribed Zones; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, Committee membership and the reporting relationships for each of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: RECRUITMENT & RETENTION INITIATIVES

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current nurses.
- It is anticipated that over the next 10 years large numbers of senior nurses 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 nurses and nurses entering the workforce.
- The retention of current nurses and recruitment of new nurses 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

WHEREAS the Parties believe that 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; and

WHEREAS the Parties support the implementation of a program which will serve as an employment transition and learning opportunity for graduate nurses.

NOW THEREFORE the parties agree as follows:

1. Employers participating in the United Nurses of Alberta Collective Agreements shall create:
 - (a) up to eight hundred and eighty-three (883) regular full-time positions in the year 2003;
 - (b) up to nine hundred and fifty-nine (959) regular full-time positions in the year 2004; and
 - (c) up to one thousand (1,000) regular full-time positions in the year 2005.
 - (i) These positions shall be supernumerary. These positions shall not be part of the 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.
 - (ii) The parties agree that these positions are created for the purpose of providing employment and learning opportunities for graduate nurses.
2. The competition for these positions shall be restricted to Graduate Nurses and Graduate Psychiatric Nurses.
3. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as provided for in Item 5 below.
4. 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.
5. Successful applicants shall be required to make application for vacant positions of no less than point five three full-time equivalents (.53 FTE) within one (1) year of their initial appointment. Employees who do not achieve a regular position, within one (1) year of their initial appointment, will be transferred to casual status. 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 and Vacancies.

6. Where participating Employers have hired graduates under this Letter of Understanding, a review of the progress and implementation of the program shall be a standing item on the agenda of the Professional Responsibility Committee.
7. The Employer shall provide available, relevant information to the Union in a timely manner and, in any event, no later than fourteen (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 Development Canada and Canada Immigration;

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

1. The definition of Temporary Employee under Article 2.04 (c) is amended to include (iv) "Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than three (3) months but less than twelve (12) 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 Temporary Employees in the Multi-Employer Facility and Community Collective Agreements.

5. An international nurse hired into an Extraordinary Temporary position who holds a temporary permit issued by the Alberta Association of Registered Nurses (A.A.R.N.) or the Registered Psychiatric Nurses Association of Alberta (R.P.N.A.A.) on her or his date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by A.A.R.N. or R.P.N.A.A., she or he 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 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. 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. These consultations may adopt a framework similar to that developed under the Health Workforce Adjustment Strategy, to be used as a guide for developing workforce enhancement strategies. 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 Provincial Joint Committee.
3. Where appropriate, these local initiatives will endeavour to access resources available through other initiatives, such as the AARN Professional Development fund or the Nursing Advisory Council of Alberta.

This Letter of Understanding will be in effect until March 31, 2006 and may be extended by the mutual agreement of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: COMBINED POSITIONS

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

The parties agree that the creation of larger full-time equivalencies (FTE's) supports the retention of current Employees by addressing workload issues and enhancing the ability to recruit new Employees;

The parties agree to the following

1. This Letter of Understanding applies to all areas except to the City of Edmonton and the City of Calgary.
2. Where the Employer has been unable to fill small (less than 0.42) FTE positions through the normal posting provisions or the Letter of Understanding Re: Decreasing or Increasing Regular Hours of Work, the Employer may post combined positions to work in specified sites. Such positions shall not be structured to work in more than three specified sites and the sites must be within one hundred (100) kilometres of one another. The posting shall indicate that the positions are combined.
3. Employees for the above positions will be assigned a home site.
4. Article 7 – Hours of Work and Scheduling

Schedules for Employees will be posted in accordance with Article 7 and 37 in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for shift will not activate the shift change penalty.

5. Article 8 - Overtime

Overtime will be paid as per Articles 8 and 37 recognizing total hours worked in all specified sites.

6. Article 11 – Probationary Period and Orientation

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

7. Article 13 - Evaluations

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

8. A job description will be developed in accordance with Article 39 for these positions.

9. When a combined position is vacated, the Employer will, prior to posting the combined position as a vacancy, consider whether the circumstances in one or other site have changed to justify using the Letter of Understanding Re: Decreasing and Increasing FTE to increase the FTE of a position at one of the sites.

This Letter of Understanding will be in effect until March 31, 2006 and may be extended by the mutual agreement of the Parties.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: EXISTING MULTI-POSITION EMPLOYEES

1. Employees who, prior to the date this Collective Agreement came into force, occupied more than one position with the Employer (“the former positions”), shall thereafter be deemed to hold just one 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 full time equivalent.
 - (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 for no longer than one (1) year.
 - (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 increasing or decreasing hours letter of understanding 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 because of (3) shall be filled as follows:
- (a) If the position vacated is 0.42 of an FTE or more, it will be filled by posting
 - (b) If the position vacated is less than 0.42 FTE it will be offered to other Employees on the unit and filled as if it was a position created by newly funded money.
3. Employees previously occupying more than one position shall have their vacation entitlement adjusted to recognize their prior employment in all positions up to a maximum of one FTE, retroactive to April 1, 2003. The onus is on the Employee to provide the Employer with satisfactory proof of qualifying prior Employment.
4. (a) Regular Employees who, at the coming into force of this agreement, also worked as casual Employees under what was a second contract of employment will, until September 1st, 2004 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.
- (b) Effective September 1st, 2004, where, prior to the coming into force of this agreement, Employees worked a regular position and worked under a second Employment relationship as a casual Employee, the 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.
5. Nothing in this Letter of Understanding modifies the provisions of the Employment Standards Code.
6. This Letter of Understanding forms part of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- AND -

UNITED NURSES OF ALBERTA, LOCAL # _____

RE: INTERPRETATION OF ARTICLE 26 – EDUCATIONAL ALLOWANCES

The parties agree that Article 26 of the Collective Agreement shall be administered as follows with respect to clinical courses and certifications:

1. Clinical Courses

(a) In accordance with Article 26.01 and 26.02, in order to be recognized for the purpose of establishing an Employee's basic rate of pay, a clinical course must:

- be applicable to the position held by the Employee; and
- contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and
- such clinical course must include an evaluative element applicable to the participant.

2. The parties have agreed that the following clinical courses meet the above described criteria:

- Mount Royal College – Advanced Studies in Critical Care Nursing
- Mount Royal College – Advanced Studies in Mental Health
- Mount Royal College – Gerontology: Studies in Aging
- Mount Royal College – Maternal Infant Child Healthcare – Child Health, Neonatal or Perinatal Focus
- Grant MacEwan College – Gerontological Nursing Certificate Program
- Grant MacEwan College – Palliative Care Certificate
- Capital Health Authority – Critical Care Course
- David Thompson Health Region – Critical Care Course
- Capital Health Authority – Perioperative Course
- David Thompson Health Region – Perioperative Course
- Lethbridge Community College – Perinatal Course
- Lethbridge Community College – Perioperative Course
- Midwifery

2. The list of clinical courses in Item 2 above is a sample listing only and is not intended as a comprehensive listing of clinical courses eligible for recognition. In determining recognition for clinical courses other than those listed above, Employers will recognize courses that meet the criteria described in Item 1 above and are similar in scope to the sample clinical courses listed in Item 2 above.

SALARY APPENDIX

Registered Nurse

Registered Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	24.70	25.65	26.60	27.55	28.51	29.45	30.41	31.31	32.42
April 1, 2003	25.56	26.55	27.53	28.51	29.51	30.48	31.47	32.41	33.55
April 1, 2004	26.33	27.35	28.36	29.37	30.40	31.39	32.41	33.38	34.56
April 1, 2005	27.12	28.17	29.21	30.25	31.31	32.33	33.38	34.38	35.60

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	22.61	23.30	23.80	24.23	24.62	25.12	25.92	26.68	27.61
April 1, 2003	23.40	24.12	24.63	25.08	25.48	26.00	26.83	27.61	28.58
April 1, 2004	24.10	24.84	25.37	25.83	26.24	26.78	27.63	28.44	29.44
April 1, 2005	24.82	25.59	26.13	26.60	27.03	27.58	28.46	29.29	30.32

Assistant Head Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	25.54	26.63	27.70	28.75	29.79	30.88	31.87	32.81	33.96
April 1, 2003	26.43	27.56	28.67	29.76	30.83	31.96	32.99	33.96	35.15
April 1, 2004	27.22	28.39	29.53	30.65	31.75	32.92	33.98	34.98	36.20
April 1, 2005	28.04	29.24	30.42	31.57	32.70	33.91	35.00	36.03	37.29

Head Nurse and Instructor

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	27.03	28.19	29.40	30.57	31.78	33.01	34.03	35.04	36.27
April 1, 2003	27.98	29.18	30.43	31.64	32.89	34.17	35.22	36.27	37.54
April 1, 2004	28.82	30.06	31.34	32.59	33.88	35.20	36.28	37.36	38.67
April 1, 2005	29.68	30.96	32.28	33.57	34.90	36.26	37.37	38.48	39.83

Undergraduate Nurse

April 1, 2002	18.55
April 1, 2003	19.20
April 1, 2004	19.78
April 1, 2005	20.37

ADDENDUM OF LOCAL CONDITIONS

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

I. CALGARY HEALTH REGION

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCALS #1, #34, #40, #65, #80, #95, #115, #119, #121, #143, #202, #206, #211, #228, #307, #308, AND #313

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

Mental Health Worker/Therapist: Registered Nurse rates.

2. **Clinical Nurse Specialist**

- (a) Article 7.01 (e) is amended to read:

Full-time Instructors, and regular Clinical Nurse Specialists and Nurse Clinicians may work flexible hours by agreement between the Instructor, or the Clinical Nurse Specialist, and the Employer.

- (b) Article 17.02 (b) is amended so the title reads:

Head Nurse and Instructor, Clinical Nurse Specialist, and Nurse Clinician.

- (c) Article 30.01 (d), amending Article 17.02(b)(ii) is amended so the title reads:

Head Nurse and Instructor, Clinical Nurse Specialist, and Nurse Clinician.

- (d) The Salary Appendix is amended by the addition of the two classifications: Clinical Nurse Specialist and Nurse Clinician.

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Clinical Nurse Specialist									
January 16, 2003	\$28.38	\$29.60	\$30.87	\$32.10	\$33.37	\$34.66	\$35.73	\$36.79	\$38.08
April 1, 2003	\$29.37	\$30.64	\$31.95	\$33.22	\$34.54	\$35.87	\$36.98	\$38.08	\$39.41
April 1, 2004	\$30.25	\$31.56	\$32.91	\$34.22	\$35.58	\$36.95	\$38.09	\$39.22	\$40.59
April 1, 2005	\$31.16	\$32.51	\$33.90	\$35.25	\$36.65	\$38.06	\$39.23	\$40.40	\$41.81

Nurse Clinician: Assistant Head Nurse Rates.

ADDENDUM B: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #307 (COMMUNITY)

For the period from Date of Ratification of this Collective Agreement until March 31, 2005, amend Article 7 and Article 8.

1. HOURS OF WORK

Amend Article 7 to read:

“7.01 The regular hours of work for full-time Employees shall be:

- (a) 7 hours per day (lunch break excluded);
- (b) 35 hours per week; averaged over one complete shift cycle;
- (c) 1827 hours per year.

7.02 The regular hours of work shall be deemed to exclude an unpaid meal period of not less than sixty (60) minutes provided the period worked exceeds four (4) hours. This sixty (60) minutes may be taken at any time during the scheduled work day as mutually agreed to by the Employee and immediate Supervisor.

7.03 The normal hours of work shall be scheduled by the Employer to fall between 0700 hours and 2200 hours, such hours of work not to exceed the provision in 8:01 (a) in any one day.

7.04 Shift schedules shall be posted at least twelve (12) weeks in advance.

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

- (a) at least two (2) consecutive days of rest;
- (b) days of rest on one half of the weekends averaged over one complete cycle of the shift schedule provided that an Employee shall not be scheduled to work more than two consecutive weekends. Weekends shall mean a Saturday and the following Sunday ensuring a minimum of fifty-six (56) hours off duty.
- (c) not more than six consecutive scheduled days of work;
- (d) the two consecutive days of rest may be altered by mutual agreement between the Employer and Employee.

7.06 Employees who are required to work shift duty shall be assigned day duty at least fifty (50) percent of the time. This provision may be exceeded at the request of the Employee and with the agreement of the Employer.

- 7.07 An “evening shift” shall be considered a shift where the majority of such shift falls within the period of 1500 hrs to 2200 hrs.
- 7.08 (a) If in the course of a posted schedule the Employer changes an Employee’s scheduled days off with less than fourteen (14) days notice, the Employee shall be paid at the overtime rates in accordance with Article 8 for all hours worked on what would have been her scheduled days off.
- (b) If in the course of a posted schedule the Employer changes an Employee’s scheduled shift with less than fourteen (14) days notice, but not her or his scheduled days off, she or he shall be paid at the rates in accordance with Article 8 for all hours worked during the first shift of the changed schedule.

For (a) and (b) above, the Employee shall be notified of the change in the schedule and such change shall be recorded on the shift schedule.

- 7.09 Employees may exchange shifts among themselves provided that:
- (a) the exchange is agreed to between the affected Employees;
- (b) notification of such exchange is given to the Employer in advance of the exchange and is subject to operational requirements;
- (c) such exchange shall be recorded on the shift schedule;
- (d) such exchange shall not be deemed a violation of the scheduling provisions of this article;

7.10 **Evening Programs**

Lieu Time

The following will apply to those working Evening Programs:

- (a) In order to qualify for lieu time, the Employee must work the regular seven (7) hour day and the lieu time must be pre-authorized by the Employer;
- (b) Lieu time will be granted on an equal time off vs time worked basis. Lieu time must be taken within 90 days of the pay period accrued in or paid at the basic rate of pay and only as mutually agreed with the Employer.”

2. OVERTIME

Amend Article 8.01 (a) to read:

“8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day or on scheduled days of rest.”

Effective April 1, 2005, Article 7 and Article 8 of this Collective Agreement shall apply.

ADDENDUM C: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #211 (COMMUNITY)

1. RESPONSIBILITY ALLOWANCE AND TEMPORARY ASSIGNMENT PAY

Amend Article 16 to add Article 16.07:

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

ADDENDUM D: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #228 (CLARESHOLM CARE CENTRE)

1. LETTERS TO EMPLOYEES

(a) No later than January 1, 2005, each Employee shall receive a letter from the Employer which shall include the following:

- (i) number of hours per shift and shifts per shift cycle;
- (ii) increment level;
- (iii) vacation entitlement level; and
- (iv) the Employee’s designated home site, any additional sites where appropriate and whether the position is an “at or out of” position.

(b) Review of Scheduled Hours of Work

- (i) The notification of the Employee’s hours per shift and shifts per shift cycle in accordance with these Local Conditions shall not be considered a violation of Articles 14 or 15.
- (ii) Each regular Employee shall have thirty (30) consecutive calendar days from the date of notification of their hours per shift and shifts

per shift cycle to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and the Employee agree on alternative hours per shift and shifts per shift cycle, the Employee's records shall be revised accordingly. Failing such agreement, the Employee's hours per shift and shifts per shift cycle shall be adjusted in accordance with the notification provided by the Employer in Item 1(a) above and the dispute regarding the appropriate hours per shift and shifts per shift cycle shall be resolved in accordance with Article 32, the grievance procedure.

- (iii) Revised schedules will be posted in accordance with Article 7.03 by January 1, 2005.

(c) Increment Level Review

- (i) An Employee who has not yet achieved the ninth (9th) salary step may request a review of their increment level in accordance with Article 27 of this Collective Agreement (Recognition of Previous Experience). Such request shall be submitted in writing to the Employer, accompanied by proof satisfactory to the Employer of such experience, within thirty (30) days of the Employee's receipt of the letter pursuant to (a) above.
- (ii) Upon receipt of the written request from the Employee, the Employer shall conduct a review of the Employee's historical placement on the salary scale and within six (6) months of the date of ratification of these Local Conditions shall adjust the Employees' current placement on the increment scale in accordance with the criteria described in Article 27.01.
- (iii) Where such adjustment results in the Employee being placed at a higher increment level, the resulting increase in the Employee's basic rate of pay shall be retroactive to June 9, 2004 or the Employee's date of employment whichever is later.
- (iv) Where such adjustment would result in the Employee being placed at a lower increment level, it is agreed that the Employee shall continue to receive her current basic rate of pay until such time as the rate of pay applicable to the appropriate increment level is equal to or greater than the Employee's current basic rate of pay.

(d) Vacation Entitlement

Employees hired on or after April 1, 2003, may request to have their vacation entitlement reviewed in accordance with Article 17.02(e) of this Collective Agreement.

2. HOURS OF WORK AND SCHEDULING

Effective April 1, 2005, Article 7 of this Collective Agreement shall apply.

- (a) For the period from the date of ratification of these Local Conditions until March 31, 2005, amend Article 7.01(a) to read:

“7.01 (a) Regular hours of work for full-time Employees, exclusive of meal periods are:

- (i) seven point seven five (7.75) consecutive hours per day; and
- (ii) seventy-seven point five (77.5) hours in each pay period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.”

- (b) For the period from the date of ratification of these Local Conditions until March 31, 2005, amend Article 7.02(g)(iii) to read:

“7.02 (g) (iii) two (2) weekends off in a five (5) week period, averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday, assuring a minimum of fifty-five (55) hours off duty.”

3. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- (A) Part-time Employees Hours of Work

Effective April 1, 2005, Article 30 of this Collective Agreement shall apply.

For the period from the date of ratification of these Local Conditions until March 31, 2005, amend Article 30.01(a) 7.01(a) (i) to read:

“30.01 (a) Hours of Work

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

- “7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) work hours per day and in any event, shall be less than seventy-

seven point five (77.5) hours in each pay period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.”

(B) Part-time Employees Increment Accrual

For the period from the date of ratification of these Local Conditions until March 31, 2005, amend Article 30.01(c)(i) to read:

“30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

(C) Casual Employees Increment Accrual

For the period from the date of ratification of these Local Conditions until March 31, 2005, amend Article 30.03(b) to read:

“30.03 (b) Casual Employees shall be entitled to an increment on the completion of two thousand and twenty two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

4. SICK LEAVE TRANSITIONAL PROVISION

Article 19, in its entirety, shall have no application until the first day of the pay period following January 1, 2005. Until then, Article 28 of the Alberta Mental Health Board (Claresholm Care Centre) and AUPE, Local 042/004 shall continue to apply.

(a) Effective the first day of the pay period following January 1, 2005, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:

(i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit; or

- (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
 - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
 - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or
 - (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
 - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
 - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
 - (c) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at the first day of the pay period following January 1, 2005.
 - (d) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing the first day of the pay period following January 1, 2005.
 - (e) Employees who are receiving sick leave pay as at the first day of the pay period following January 1, 2005, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

5. EMPLOYEE BENEFITS

Amend Article 21.01 to read:

21.01 Effective January 1, 2005, the Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) the HOBP (Health Organizations Benefit Plan) Supplementary Benefits Plan or equivalent, which provides benefits at no less than those being implemented January 1, 2005, inclusive of:
 - (i) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every two (2) calendar years per person for corrective lenses;
 - (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the

established maximum following a one hundred and twenty [120] working day elimination period);

- (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

6. PARKING

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

7. LETTER OF UNDERSTANDING RE: EXISTING MULTI-POSITION EMPLOYEES

The September 1, 2004 date in Item 4(b) of the Letter of Understanding Re: Existing Multi-Position Employees shall be amended to read February 1, 2005.

II. DAVID THOMPSON HEALTH REGION

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #43 (OLDS HOSPITAL AND CARE CENTRE)

1.
 - (a) The parties agree that four (4) part-time positions in the Acute Care and Emergency Units shall be scheduled as a combination of seven point seven five (7.75) hours and eleven point zero eight (11.08) hour shifts as contemplated in Article 37: Extended Work Day - Option 1.
 - (b) For the purpose of Article 37.03, all hours worked, on scheduled days, over and above the daily hours posted on the schedule will be considered overtime and paid at the appropriate rate.
 - (c) In the event that an Employee no longer wishes to work in a “combination” rotation or an Employee makes application for a position in the “combination” rotation and does not desire to work a “combination” shift, he/she shall advise the Employer and the Union. The Employer and the Union will meet to discuss alternatives and attempt to resolve the issue.
 - (d) This agreement may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent or in such shorter time period as mutually agreed in writing between the Employer and the Union.

ADDENDUM B: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #201 (BENTLEY CARE CENTRE)

1. Amend Article 7.01(a)(i) and (ii), as it applies to Employee Number 199042 only as follows:

“7.01 Regular Hours of Work

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

(i) seven point five (7.5) consecutive hours per day;

(ii) thirty-five point six (35.6) hours per week averaged over one (1) complete cycle of the shift schedule.”
2. In the event the affected Employee vacates her position, the above amendments to Article 7.01 (a) (i) and (ii) will no longer apply to that position.

ADDENDUM C: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #307 (COMMUNITY)

For the period from Date of Ratification of this Collective Agreement until March 31, 2005, amend Article 7 and Article 8.

1. HOURS OF WORK

Amend Article 7 to read:

“7.01 The regular hours of work for full-time Employees shall be:

- (a) 7 hours per day (lunch break excluded);
- (b) 35 hours per week; averaged over one complete shift cycle;
- (c) 1827 hours per year.

7.02 The regular hours of work shall be deemed to exclude an unpaid meal period of not less than sixty (60) minutes provided the period worked exceeds four (4) hours. This sixty (60) minutes may be taken at any time during the scheduled work day as mutually agreed to by the Employee and immediate Supervisor.

7.03 The normal hours of work shall be scheduled by the Employer to fall between 0700 hours and 2200 hours, such hours of work not to exceed the provision in 8:01 (a) in any one day.

7.04 Shift schedules shall be posted at least twelve (12) weeks in advance.

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

- (a) at least two (2) consecutive days of rest;
- (b) days of rest on one half of the weekends averaged over one complete cycle of the shift schedule provided that an Employee shall not be scheduled to work more than two consecutive weekends. Weekends shall mean a Saturday and the following Sunday ensuring a minimum of fifty-six (56) hours off duty.
- (c) not more than six consecutive scheduled days of work;
- (d) the two consecutive days of rest may be altered by mutual agreement between the Employer and Employee.

- 7.06 Employees who are required to work shift duty shall be assigned day duty at least fifty (50) percent of the time. This provision may be exceeded at the request of the Employee and with the agreement of the Employer.
- 7.07 An “evening shift” shall be considered a shift where the majority of such shift falls within the period of 1500 hrs to 2200 hrs.
- 7.08 (a) If in the course of a posted schedule the Employer changes an Employee’s scheduled days off with less than fourteen (14) days notice, the Employee shall be paid at the overtime rates in accordance with Article 8 for all hours worked on what would have been her scheduled days off.
- (b) If in the course of a posted schedule the Employer changes an Employee’s scheduled shift with less than fourteen (14) days notice, but not her or his scheduled days off, she or he shall be paid at the rates in accordance with Article 8 for all hours worked during the first shift of the changed schedule.

For (a) and (b) above, the Employee shall be notified of the change in the schedule and such change shall be recorded on the shift schedule.

- 7.09 Employees may exchange shifts among themselves provided that:
- (a) the exchange is agreed to between the affected Employees;
- (b) notification of such exchange is given to the Employer in advance of the exchange and is subject to operational requirements;
- (c) such exchange shall be recorded on the shift schedule;
- (d) such exchange shall not be deemed a violation of the scheduling provisions of this article;

7.10 **Evening Programs**

Lieu Time

The following will apply to those working Evening Programs:

- (a) In order to qualify for lieu time, the Employee must work the regular seven (7) hour day and the lieu time must be pre-authorized by the Employer;
- (b) Lieu time will be granted on an equal time off vs time worked basis. Lieu time must be taken within 90 days of the pay period accrued in or paid at the basic rate of pay and only as mutually agreed with the Employer.”

2. OVERTIME

Amend Article 8.01 (a) to read:

“8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day or on scheduled days of rest.”

Effective April 1, 2005, Article 7 and Article 8 of this Collective Agreement shall apply.

ADDENDUM D: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #222 (ALBERTA HOSPITAL PONOKA)

1. LETTERS TO EMPLOYEES

- (a) No later than November 30, 2004, each Employee shall receive a letter from the Employer which shall include the following:
 - (i) number of hours per shift and shifts per shift cycle;
 - (ii) increment level;
 - (iii) vacation entitlement level; and
 - (iv) the Employee’s designated home site, any additional sites where appropriate and whether the position is an “at or out of” position.
- (b) Review of Scheduled Hours of Work
 - (i) The notification of the Employee’s hours per shift and shifts per shift cycle in accordance with these Local Conditions shall not be considered a violation of Articles 14 or 15.
 - (ii) Each regular Employee shall have fourteen (14) consecutive calendar days from the date of notification of their hours per shift and shifts per shift cycle to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and the Employee agree on alternative hours per shift and shifts per shift cycle, the Employee’s records shall be revised accordingly. Failing such agreement, the Employee’s hours per shift and shifts per shift cycle shall be adjusted in accordance with the notification provided by the Employer in Item 1(a) above and the dispute regarding the appropriate hours per shift and shifts per shift cycle shall be resolved in accordance with Article 32, the grievance procedure.

(iii) Revised schedules will be posted in accordance with Article 7.03 by December 15, 2004.

(c) Increment Level Review

(i) An Employee who has not yet achieved the ninth (9th) salary step may request a review of their increment level in accordance with Article 27 of this Collective Agreement (Recognition of Previous Experience). Such request shall be submitted in writing to the Employer, accompanied by proof satisfactory to the Employer of such experience, within thirty (30) days of the Employee's receipt of the letter pursuant to (a) above.

(ii) Upon receipt of the written request from the Employee, the Employer shall conduct a review of the Employee's historical placement on the salary scale and within six (6) months of the date of ratification of these Local Conditions shall adjust the Employees' current placement on the increment scale in accordance with the criteria described in Article 27.01.

(iii) Where such adjustment results in the Employee being placed at a higher increment level, the resulting increase in the Employee's basic rate of pay shall be retroactive to June 9, 2004 or the Employee's date of employment whichever is later.

(iv) Where such adjustment would result in the Employee being placed at a lower increment level, it is agreed that the Employee shall continue to receive her current basic rate of pay until such time as the rate of pay applicable to the appropriate increment level is equal to or greater than the Employee's current basic rate of pay.

(d) Vacation Entitlement

Employees hired on or after April 1, 2003, may request to have their vacation entitlement reviewed in accordance with Article 17.02(e) of this Collective Agreement.

2. HOURS OF WORK AND SCHEDULING

The parties agree that the following hours of work provisions shall remain in effect until January 14, 2005. Effective January 15, 2005, all of the terms and conditions of Article 7 of this Collective Agreement shall apply.

(a) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 7.01(a) to read:

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

- (i) seven point seven five (7.75) hours per day; and
 - (ii) seventy seven point five (77.5) hours in each pay period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift cycle.
- (b) For the period from the date of ratification of these Local Conditions until January 15, 2005, amend Article 7.01(b) to read:
 - 7.01 (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full one-half (1/2) shift. A full shift, for purposes of this subclause, is seven point seven five (7.75) work hours.
 - (ii) exclude a meal period of not less than one-half (1/2) hour or more than one and one-half (1 1/2) hours in each shift to be scheduled by the Employer.
- (c) For the period from the date of ratification of these Local Conditions until January 14, 2005, Article 7.01 (c) shall not apply.
- (d) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend 7.01(d) to read:
 - 7.01 (d) A regular, full-time Employee who is required by the Employer to work during the Employee's scheduled meal period shall be provided compensating time off later in the shift or paid at the overtime rate for the missed meal period.
- (e) For the period from the date of ratification of these Local Conditions until January 14, 2005, Article 7.02 (e) shall not apply.
- (f) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 7.02(f) to read:
 - 7.02 (f) Employees working shift schedules(d)(i),(v) or (vii), upon request, shall be assigned day duty at least one-third (1/3) of the time during the shift cycle.
- (g) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 7.02(g) to read:
 - 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for regular full-time Employees shall provide for:

- (i) not more than seven (7) consecutive days of work;
 - (ii) days off to be consecutive;
 - (iii) at least fifteen point five (15.5) hours off duty between shifts;
 - (iv) no split shifts;
 - (v) at least two (2) weekends off in five (5) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday with a minimum of fifty-five (55) hours off duty.
- (h) For the period from the date of ratification of these Local Conditions until January 14, 2005, Article 7.02(h) shall not apply.
- (i) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 7.03 to read:

7.03 Schedule Posting

Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one-half (1 ½) times the basic rate of pay for all hours worked on the first shift of the changed schedule. The Employee shall be notified of the change in the schedule and such change shall be recorded on the shift schedule.

- (j) For the period from the date of ratification of these Local Conditions until January 14, 2005, Article 7.04 shall not apply.

This Article shall expire on January 14, 2005.

3. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(a) Hours of Work and Scheduling

Item 2, Hours of Work and Scheduling shall apply, except as amended as follows:

- (i) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 30.01(a), 7.01 (a) (i) to read:

“Amend Article 7.01 (a)(i) to read:

7.01(a) i) (Regular hours of work for regular part-time Employees as scheduled by the Employer, exclusive of meal periods, shall be:

(A) up to seven point seven five (7.75) hours per day; and

(B) less than seventy-seven point five (77.5) hours per week averaged over one (1) complete cycle of the shift cycle.”

This Article shall expire on January 14, 2005.

(ii) For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 30.01(b) to read:

“Amend Article 7.02(g) to read:

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

(i) not more than seven (7) consecutive days of work;

(ii) days off to be consecutive;

(iii) at least fifteen point five (15.5) hours off duty between shifts;

(iv) no split shifts;

(v) at least two (2) weekends off in five (5) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday with a minimum of fifty-five (55) hours off duty.

This Article shall expire on January 14, 2005.

(b) Increment Accrual

For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 30.01(c) to read:

“30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty two point seven five (2,022.75) regular hours of work and thereafter a

further increment upon the completion of each period of one thousand eight hundred and twenty nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

This Article shall expire on January 14, 2005.

(c) Casual Employees – Increment Accrual

For the period from the date of ratification of these Local Conditions until January 14, 2005, amend Article 30.03(b) to read:

“30.03 (b) Casual Employees shall be entitled to an increment on the completion of two thousand and twenty two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

This Article shall expire on January 14, 2005.

4. SICK LEAVE TRANSITIONAL PROVISION

Article 19 shall have no application until January 1, 2005. Until December 31, 2004, Article 28 of the Alberta Mental Health Board (Alberta Hospital Ponoka) and AUPE, Local 042/004 shall continue to apply.

- (a) Effective January 1, 2005, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:
- (i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit; or
 - (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
 - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
 - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or

- (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
 - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
 - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
 - (c) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at January 1, 2005.
 - (d) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing January 1, 2005.
 - (e) Employees who are receiving sick leave pay prior to January 1, 2005, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

5. EMPLOYEE BENEFITS

Amend Article 21.01 to read:

21.01 Effective on January 1, 2005, the Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) the HOBP (Health Organizations Benefit Plan) Supplementary Benefits Plan or equivalent, which provides benefits at no less than those being implemented January 1, 2005, inclusive of:
 - (i) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every two (2) calendar years per person for corrective lenses;
 - (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;

- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

6. PARKING

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

7. LETTER OF UNDERSTANDING RE: EXISTING MULTI-POSITION EMPLOYEES

The September 1, 2004 date in Item 4(b) of the Letter of Understanding Re: Existing Multi-Position Employees shall be amended to read February 1, 2005.

III. EAST CENTRAL HEALTH

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #186 (DAYSLAND HEALTH CENTRE)

The parties hereby agree that it is mutually desirable to maintain the shift schedule for Employees which employs both the seven point seven five (7.75) hour work day and the eleven point zero eight (11.08) hour work day.

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

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

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

- 7.02 (g) (i) at least twenty-two point five (22.5) hours off duty on a shift changeover between shifts;
- (ii) at least two (2) consecutive days of rest per week;
- (iii) days of rest on at least two (2) weekends in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond eighteen hundred (1800) hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
- (iv) not more than four (4) consecutive shifts, nor more than five (5) shifts per week.”

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

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

- (i) either seven point seven-five (7.75) consecutive hours per day or eleven point zero eight (11.08) consecutive hours per day;
- (ii) thirty-six point nine eight (36.98) hours per week averaged over one (1) complete cycle of the shift schedule.”

3. Amend Article 30.01(a): 7.01(a)(i) and 37.02 Option I(D) as follows:
 - “7.01 (a) (i) Regular hours of work for part-time Employees exclusive of meal periods, shall be as scheduled by the Employer, but shall be less than those for full-time Employees. They may be less than eleven point zero eight (11.08) hours per day, and in any event, shall be less than thirty-six point nine eight (36.98) hours per week averaged over one (1) complete cycle of the shift schedule.”
4. This agreement may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent.

IV. CAPITAL HEALTH

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #32 (GLENROSE REHABILITATION HOSPITAL)

1. SICK LEAVE TRANSITIONAL PROVISION

Article 19 shall have no application until October 1, 2004. From April 1, 2003 to October 1, 2004, Item 1 Addendum J from the April 1, 2001 to March 31, 2003 Multi-Employer/UNA Community Collective Agreement shall continue to apply.

- (a) Effective October 1, 2004, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:
 - (i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit; or
 - (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
 - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
 - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or
 - (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
 - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
 - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating

one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.

- (c) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at October 1, 2004.
- (d) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing October 1, 2004.
- (e) Employees who are receiving sick leave pay prior to October 1, 2004, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

ADDENDUM B: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #301 (UNIVERSITY OF ALBERTA HOSPITAL)

1. HOURS OF WORK AND SCHEDULING PROVISIONS

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

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

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule;
- (iii) two thousand twenty-two point seven five (2,022.75) hours per year.

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

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

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

- (i) include, as scheduled by the Employer, two (2) rest periods of twenty (20) minutes during each full working shift of seven point seven five (7.75) hours; or

- (ii) include, as scheduled by the Employer, one (1) rest period of forty (40) minutes during each full working shift of seven point seven five (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 twenty (20) minutes during each half shift of not less than four (4) hours; and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.”

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

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

2. VACATION WITH PAY

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

“17.04 (a) (ii) six percent (6%) in the case of an Employee entitled to fifteen (15) working days (116.25 hours) vacation per annum, or eight percent (8%) in the case of an Employee entitled to twenty (20) working days (155 hours) vacation per annum, ten percent (10%) in the case of an Employee entitled to twenty-five (25) working days (193.75 hours) vacation per annum, twelve percent (12%) in the case of an Employee entitled to thirty (30) working days (232.50 hours) vacation hours per annum, or fourteen percent (14%) in the case on an Employee entitled to thirty-five (35) working days (271.25 hours) per annum, of the Employee’s regular earnings from the first (1st) day of May in each calendar year to the date of termination.”

(b) Amend Article 17 to add 17.06:

“17.06 Employees employed as of March 30, 1999 shall continue to earn vacation in accordance with their current vacation

earning rate until the next vacation trigger as referenced in Article 17.02.”

3. PART-TIME, TEMPORARY AND CASUAL

Amend Article 30 to read:

“30.01 Part-time Employees

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

(a) Hours of Work

Amend Article 7.01(a) to read:

- “(i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than one hundred and fifty-five (155) hours per twenty-eight (28) calendar day period. Such twenty-eight (28) calendar day periods shall be consecutive and non-inclusive.
- (ii) Notwithstanding the foregoing, where mutually agreed, a part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A part-time Employee may work shifts in addition to those specified in Article 30.01(a).
- (iv) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as her or his scheduled days of rest, or to work beyond the Employee’s regularly scheduled daily hours or pre-agreed length of shift, the Employee shall be paid her or his basic rate for hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.
- (v) Where the Employer requires a part-time Employee to work without having volunteered or agreed to do so or on the Employee’s scheduled day of rest, the Employee shall be paid two times (2X) the applicable basic hourly rate for work performed.

- (vi) A part-time Employee shall be paid at the overtime rate for all hours worked in excess of one hundred and fifty-five (155) hours in a twenty-eight (28) calendar day period.
- (vii) Flexible or modified hours of work may be implemented where mutually agreed in writing by the Employer and the Union. A part-time Employee shall be paid at two (2) times the applicable basic rate of pay for all hours worked in excess of regular hours of work on a flexible or modified shift schedule.

Amend Article 7.01(b) to read:

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

- (i) include, as scheduled by the Employer, two (2) rest periods of twenty (20) minutes during each full working shift of seven point seven five (7.75) hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of forty (40) minutes during each full working shift of seven point seven five (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 twenty (20) minutes during each half shift of not less than four (4) hours; and
- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

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

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

(c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

- (ii) For part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.

4. EXTENDED WORK DAY

(a) Amend 37.01(a) to read:

“37.01 (a) The parties will implement a system of an extended work day where mutually agreed, in writing, by the Employer and the Union.

With the exception of the following amendments, when the extended work day is implemented, all other Articles of this collective agreement shall remain in full force and effect.”

(b) Amend Article 37.02 to read:

“37.02 (a) Regular hours of work for full-time Employees, exclusive of meal periods, shall be equivalent to:

- (i) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (ii) two thousand and twenty-two point seven five (2,022.75) hours per year.

- (b) Employees shall not be scheduled to work more than:
 - (i) four (4) consecutive eleven point seven five (11.75) hours shifts, or
 - (ii) five (5) consecutive nine point seven five (9.75) hours shifts, except by mutual agreement between the Employer and the Employee
 - (iii) a shift shall be classified a day shift if the majority of hours worked on the shift fall between zero seven hundred (0700) and fifteen fifteen (1515) hours.

- (c) Employees who are required to rotate shifts shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shifts as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between zero seven hundred (0700) hours and fifteen fifteen (1515) hour.

- (d) Regular hours of work shall be deemed:
 - (i) to include a twenty (20) minute rest period for each four (4) hours scheduled, two of which may be combined by agreement between the Employer and Employee.
 - (ii) to exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
 - (iii) Where in-hospital time is twelve point two five (12.25) hours as determined by the start and finish of the shift, seven point five (7.5) minutes of unpaid

time will be scheduled by the Employer in combination with a meal break or rest period.

- (iv) Meal periods shall not be scheduled in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

(c) Amend Article 37.03 to read:

“Amend Article 8.01(a) to read:

8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of the regular daily hours or on scheduled days of rest.”

5. SALARY APPENDIX

Amend the Salary Appendix to add:

Salary Appendix

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Clinical Supervisor/ Patient Care Coordinator Donor/Recipient Coordinator									
Current	\$27.35	\$28.32	\$29.36	\$30.33	\$31.36	\$32.39	\$33.35	\$34.35	\$35.56
April 1, 2003	\$28.31	\$29.31	\$30.39	\$31.39	\$32.46	\$33.52	\$34.52	\$35.55	\$36.80
April 1, 2004	\$29.16	\$30.19	\$31.30	\$32.33	\$33.43	\$34.53	\$35.56	\$36.62	\$37.90
April 1, 2005	\$30.03	\$31.10	\$32.24	\$33.30	\$34.43	\$35.57	\$36.63	\$37.72	\$39.04
Nephrology Nurse Clinician									
Current	\$27.30	\$28.29	\$29.31	\$30.28	\$31.31	\$32.33	\$33.31	\$34.31	\$35.52
April 1, 2003	\$28.26	\$29.28	\$30.34	\$31.34	\$32.41	\$33.46	\$34.48	\$35.51	\$36.76
April 1, 2004	\$29.11	\$30.16	\$31.25	\$32.28	\$33.38	\$34.46	\$35.51	\$36.58	\$37.86
April 1, 2005	\$29.98	\$31.06	\$32.19	\$33.25	\$34.38	\$35.49	\$36.58	\$37.68	\$39.00

ADDENDUM C: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #183 (ALBERTA HOSPITAL EDMONTON)

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

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

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

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

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

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

The provisions of Article 30 shall be amended as follows:

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

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

- 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day, and in any event, shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1)

complete cycle of the shift schedule.”

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

“30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter, a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.”

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

“30.03 (b) (i) Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter, a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.”

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

3. SICK LEAVE TRANSITIONAL PROVISION

Article 19 shall have no application until October 1, 2004. From April 1, 2003 to October 1, 2004, Article 38 from the April 1, 2001 to March 31, 2003 Addendum V, Item 6 of the Multi-Employer/UNA (Facility) Collective Agreement shall continue to apply.

(a) Effective October 1, 2004, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:

- (i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit; or
 - (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
 - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
 - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or
 - (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
 - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
 - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
 - (c) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at October 1, 2004.
 - (d) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing October 1, 2004.
 - (e) Employees who are receiving sick leave pay prior to October 1, 2004, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

4. PARKING

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

ADDENDUM D: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #196 (COMMUNITY)

1. EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND

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

2. CLASSIFICATION

Nurse II (Assistant Head Nurse)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
April 1, 2002	25.54	26.63	27.70	28.75	29.79	30.88	31.87	32.81	33.96
April 1, 2003	26.43	27.56	28.67	29.76	30.83	31.96	32.99	33.96	35.15
April 1, 2004	27.22	28.39	29.53	30.65	31.75	32.92	33.98	34.98	36.20
April 1, 2005	28.04	29.24	30.42	31.57	32.70	33.91	35.00	36.03	37.29

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

3. REGIONAL CONTINUING CARE SERVICES (RCCS)

The parties agree that the provisions of Article 7 and Article 30 as it applies to Employees of Regional Continuing Care Services (RCCS) shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

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

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

(B) Part-Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

7.01(a)(i) Regular hours of work for part-time Employees exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day, and in any event, shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule.”

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

“30.01(c)(i) Part-time Employees shall be entitled to an increment upon the completion of two thousand and twenty-two point seven five (2022.75) regular hours of work and thereafter, a further increment upon the completion of one thousand eight hundred and twenty-nine (1829) regular hours actually worked to the maximum increment granted full-time Employees.”

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

“30.03(b)(i) Casual Employees shall be entitled to an increment upon the completion of two thousand and twenty-two point seven five (2022.75) regular hours of work and thereafter, a further increment upon the completion of one thousand eight hundred and twenty-nine (1829) regular hours actually worked to the maximum increment granted full-time Employees.”

(C) Red Circle

- (i) The parties agree that if after an Employee has been placed on the Salary Appendix as per Article 27 their current rate of pay, minus applicable Educational Allowances, is higher than the rate set out in the Salary Appendix, the Employee’s rate of pay shall be red-circled.
- (ii) An Employee whose rate has been red-circled will have their rate of pay reviewed annually on the Employee’s anniversary date or at

such time as they are entitled to an increment as per Article 30 - Part-time, Temporary and Casual Employees.

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

4. CHOICE

The parties agree that the provisions of Article 7, Article 9 and Article 30 as it applies to Employees working in the CHOICE program shall be amended as follows:

(A) Hours of Work and Scheduling Provisions

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

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

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule."

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

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

(B) On-Call Call Back

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

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

(C) Part- Time, Temporary and Casual Employees

The provisions of Article 30 shall be amended as follows:

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

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

7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day, and in any event shall be less than thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

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

“30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.”

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

“30.03 (b) (i) Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours actually worked to the maximum increment granted full-time Employees.”

V. CARITAS HEALTH GROUP (CHG)

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #11 (MISERICORDIA COMMUNITY HOSPITAL)

1. EXTENDED WORK DAY

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

“Amend Article 7.01(a) to read:

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

- (i) be a consecutive time period of eleven point two five (11.25) hours per day;
- (ii) be thirty-seven point five (37.5) hours per week averaged over one (1) complete cycle of the shift schedule;
- (iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve point two five (12.25) hours per day, as determined by the start and finish times of the shift.”

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

“Amend Article 7.01(b) to read:

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

- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of thirty (30) minutes each. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- (iii) except that such meal period shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.”

(c) Amend Article 37.02(D) to read:

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

7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They shall be less than thirty-seven point five (37.5) hours per week averaged over one (1) complete cycle of the shift schedule.”

(d) Amend Article 37.15 to read:

“Amend Article 30.01(e) to read:

18.01 A part-time Employee shall be paid in addition to her or his basic rate of pay a sum equal to four point eight percent (4.8%) of the Employee’s regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 A part-time Employee who works on a Named Holiday shall be paid for the first eleven point two five (11.25) hours worked on the Named Holiday at one and one-half times (1 1/2X) her or his basic rate of pay and at two times (2X) the applicable basic hourly rate for all hours worked in excess of eleven point two five (11.25) hours.”

(e) Amend Article 37.17 to read:

“Amend Article 30.03(d) to read:

18.01 A casual Employee shall be paid in addition to her or his basic rate of pay a sum equal to four point eight percent (4.8%) of the Employee’s regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 A casual Employee who works an extended work day shift on a Named Holiday shall be paid at one and one-half times (1 1/2X) the applicable hourly rate for the first seven point seven five (7.75) hours and two times (2X) the applicable hourly rate for all hours in excess of seven point seven five (7.75) hours except where she or he replaces another Employee who is normally scheduled on the extended work day shift and who is absent; in which case the Employee shall be paid one and one-half times (1 1/2X) for work performed on the Named Holiday up to eleven point two five (11.25) hours and two times (2X) the applicable basic hourly rate for all hours worked in excess of eleven point two five (11.25) hours.

- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on a least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

ADDENDUM B: APPLICABLE TO CARITAS HEALTH GROUP (CHG) AND THE UNITED NURSES OF ALBERTA LOCALS #11 (MISERICORDIA COMMUNITY HOSPITAL) AND #79 (EDMONTON GENERAL CONTINUING CARE CENTRE/GREY NUNS COMMUNITY HOSPITAL)

"Bargaining Unit" shall mean United Nurses of Alberta, Local #11 or United Nurses of Alberta, Local #79.

1. TRANSFER(S) OF PROGRAMS

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

2. SERVICE RELOCATION

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

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

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

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

3. EMPLOYEES WORKING IN OTHER BARGAINING UNITS

Sharing of Expertise, Education or Maintenance of Skills

(a) Skill Maintenance

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

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

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

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

(b) Education

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

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

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

(c) Meetings

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

(d) Orientation

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

(e) "At or out of" Positions

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

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

"At or out of" Employees will not be assigned to work at sites to do the work that has been routinely done by nurses working at that site. That is,

their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.

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

(f) Special Procedures

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

(g) Conditions

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

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

(h) No Layoffs

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

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

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

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

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

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling nurses 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 nurses and safety concerns that outweigh the stresses and concerns caused by relocation.

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

5. MULTI-BARGAINING UNIT POSITIONS

- (a) The Employer shall endeavor to minimize the number of multi-bargaining unit positions. If the Employer desires to create multi-bargaining unit positions, such positions may only be created when operational requirements make this necessary. Multi-bargaining unit positions shall be defined as positions whose duties involve regularly, on a non-emergent

basis, working at other sites. For the purposes of Hours of Work/Shift Schedules Articles, an Employee's schedule shall include bargaining unit.

- (b) Multi-bargaining unit positions shall be posted at all sites and all Employees in the other bargaining unit shall be treated as internal candidates. In filling multi-bargaining unit positions, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- (c) Each multi-bargaining unit position shall have a home bargaining unit. The Employee shall be covered by the Collective Agreement in place at her or his home bargaining unit and the Employee shall be a member of such bargaining unit.
- (d) Multi-bargaining unit positions will be placed in an appropriate, existing classification, in accordance with duties.
- (e) The Employer shall reimburse the Employee for all reasonably necessary and substantiated additional transportation costs incurred in travelling between sites in the course of a shift, including parking for the shift where not otherwise provided, as per the Collective Agreement or CHG Travel Reimbursement Policy.
- (f) Clause 3 above shall not apply to Employees occupying multi-bargaining unit positions.

6. RENOVATIONS

In the event that restructuring of premises requires a temporary transfer of a unit to a site represented by another bargaining unit, the following procedure shall be followed:

- (a) The decision regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.
 - (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply.
 - (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.

- (b) Employees who receive notice of position elimination as per (a)(ii) shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily, the Employer shall have the right to create and fill equivalent positions in the receiving bargaining unit in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall (except for day-to-day supervision) continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving bargaining unit may be integrated into the operations and rotations of the receiving bargaining unit.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. DESIGNATED FLOAT POSITIONS

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

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

8. VOLUNTEERS FOR TEMPORARY ASSIGNMENTS

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

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

9. PROMOTIONS, TRANSFERS AND VACANCIES

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

10. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another bargaining unit provided that:
 - (i) the Employee has the ability to perform the work;
 - (ii) there are no Employees on layoff with recall rights in the other bargaining unit; and
 - (iii) the Employer has been unable to fill the position through any recall or modified recall provisions which exist.
- (b) Recalls to another bargaining unit shall be in order of seniority. If an Employee accepts recall to another bargaining unit, the Employee shall

transfer her or his seniority and pension entitlements, and unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit.

- (c) An Employee shall have the right to refuse recall to another bargaining unit without adversely affecting her or his recall status, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to another bargaining unit, in respect of recall to an assignment of fourteen (14) calendar days or more, then the senior Employee on the recall lists at the other bargaining unit shall be provided another notice of recall, and if the Employee refuses the recall to the other bargaining unit, the Employee shall retain her or his recall status at the Employee's home bargaining unit, but shall be deemed to have forfeited her or his right of recall to another bargaining unit under this provision.

11. RECEIVING CLAUSE

This Addendum shall apply to the Misericordia Community Hospital, Edmonton General Continuing Care Centre/Grey Nuns Community Hospital of the Caritas Health Group. With the consent of all parties, additional Employers, bargaining agents and bargaining units may be added to this Addendum, or parts of this Addendum.

12. DISPUTE RESOLUTION MECHANISM

- (a) This Addendum shall form part of the Collective Agreement and shall remain in force subject to negotiation and renewal by the parties.
- (b) If any party wishes to amend, delete, or renew this Addendum in subsequent Collective Agreement negotiations, notice shall be given to all parties who are signatories to this Addendum. All other parties who are signatories to this Addendum have the right to be present when changes are negotiated to this Addendum. All signatories to this Addendum must consent to any changes to this Addendum.
- (c) If any party wishes to amend, delete or renew this Addendum and they are unable to reach agreement, such dispute may be resolved in the same manner as a collective bargaining dispute pursuant to the provisions of the Labour Relations Code, but involving all parties to this Addendum.
- (d) If a grievance is filed regarding this Addendum, notice shall be given to all other parties who are signatories to this Addendum. Other parties shall have a right to attend and shall be deemed to have standing at any Arbitration regarding a dispute over this Addendum.

- (e) In addition, the parties agree to meet at such other time as the parties agree upon, to review issues pertaining to disputes/grievances being advanced by more than one (1) bargaining unit in relation to a particular Employer decision.

- (f) In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from CHG and Unions, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

VI. CAPITAL HEALTH & CARITAS HEALTH GROUP

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

1. TERM OF ADDENDUM

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

2. APPLICATION

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

the operation of the provisions of this Addendum, may be relied upon by any of the parties in any common Employer application.

3. TRANSFER(S) OF PROGRAMS

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

4. EMPLOYEES WORKING IN OTHER SITES

Sharing of Expertise, Education, or Maintenance of Skills

(a) Skill Maintenance

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

- critical care
- emergency

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

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

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

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

(b) Education

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

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

(c) Meetings

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

(d) Orientation

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

(e) “At or out of” Positions

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

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

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

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

(f) Conditions

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

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

(g) No Layoffs

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

5. CONDITIONS APPLYING TO EMERGENCY BASIS ASSIGNMENTS TO ANY SITE

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

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

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

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

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling nurses 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 nurses and safety concerns that outweigh the stresses and concerns caused by relocation.

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

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

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

6. RENOVATIONS

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

- (a) The decisions regarding which Employees will relocate temporarily will be as follows:
 - (i) Employees from the service being temporarily relocated will be asked to volunteer to relocate.

- (ii) If fewer Employees than required volunteer to relocate temporarily, then the Letter of Understanding governing Service Relocation at the sending site (or if there is no Letter in force at the sending site, then at the receiving site) shall apply between the Employers.
- (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
- (b) Employees who receive notice of position elimination as per (a)(ii) above, shall have the right to exercise their rights pursuant to the Layoff and Recall Article of the Collective Agreement within their home site, but not the right to severance, unless there is a permanent reduction in the number of regular Employees.
- (c) If fewer Employees than required relocate temporarily, the sending Employer shall have the right to create and fill equivalent positions at the receiving site in accordance with the sending bargaining unit's Collective Agreement. These Employees shall be treated in the same manner as Employees who have temporarily transferred.
- (d) No Employee shall have an increase or decrease in her or his regular hours of work as a result of this transfer.
- (e) Employees who transfer temporarily shall continue to be treated as Employees under their current Certificate and Collective Agreement.
- (f) Employees from the sending bargaining unit who transfer temporarily to the receiving site may be integrated into the operations and rotations of the receiving site.
- (g) When the required space at the sending site is ready for operations and staff, Employees from the sending site shall be transferred to the sending site. In any event the Employees shall be transferred back to the sending site no later than two (2) years from the date of their temporary relocation, unless the Employer and Union agree to extend the period of the temporary relocation.
- (h) The Employer shall provide such Employees with any re-orientation or re-training as necessary.

7. RECALL

- (a) An Employee on layoff shall have the right to be recalled to another Employer provided that:
 - (i) the Employee has the ability to perform the work;

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

8. PROMOTIONS, TRANSFERS AND VACANCIES

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

and apply existing order of consideration provisions applicable to the receiving bargaining unit and Collective Agreement.

9. RECEIVING CLAUSE

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

10. DISPUTE RESOLUTION MECHANISM

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

VII. PEACE COUNTRY HEALTH

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #207 (COMMUNITY)

1. COMMUNICABLE DISEASE PROGRAM - CONTACT TRACER, PARTNERS NOTIFIER (SEXUALLY TRANSMITTED DISEASE NURSE)

Whereas Peace Country Health currently employs a nurse in the Communicable Disease Program of the Public Health Unit and that Nurse is required to travel extensively within Peace Country Health as well as other Health Regions of Alberta:

The parties agree that the Nurse is covered by the terms of the Collective Agreement and that there is a need to amend the provisions of Article 7: Hours of Work and Scheduling and Article 8: Overtime to accommodate this position:

As a result, the parties agree to Amend Articles 7 and 8 in relation to the position identified as follows:

- (a) During each week where the Nurse is not required to work outside the City of Grande Prairie (including a radius of one hundred (100) kilometres) then the current provisions of Articles 7 and 8 apply.
- (b) During each week where the Nurse is required to work outside the City of Grande Prairie (including a radius of one hundred (100) kilometres) then certain provisions of Articles 7 and 8 shall be amended as follows:
 - (i) ten (10) consecutive hours of work per day;
 - (ii) when the regular hours of work exceed seven point seven five (7.75) hours per day, regular hours of work shall be deemed to exclude two unpaid meal periods of not less than thirty (30) minutes and up to sixty (60) minutes each.
 - (iii) Overtime is all time authorized by the Employer or designated alternate and worked by an Employee in excess of ten (10) hours per day or thirty-six point eight one (36.81) hours per week, or in excess of those scheduled weekly hours pursuant to Article 7. Overtime shall be paid for all hours worked on a scheduled day of rest.

This Article shall be in effect for the term of this Agreement. Either party may terminate this Article upon thirty (30) days written notice.

VIII. NORTHERN LIGHTS HEALTH REGION

ADDENDUM A: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #162 (COMMUNITY)

1. HOURS OF WORK

- (a) The parties agree that the following Hours of Work provisions for nurses previously covered by Addendum S, Multi-Employer/UNA Community Collective Agreement April 1, 2001 to March 31, 2003 shall remain in force and effect until March 30, 2006 or such longer period as the parties may agree.

7.01 Regular Hours of Work

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

- (a) seven and one-half (7 1/2) consecutive hours per day;
- (b) thirty-seven and one-half (37 1/2) hours per week;
- (c) regular hours of work shall include two (2) consecutive days of rest per week and such days of rest shall occur on the weekend, meaning a Saturday and the following Sunday.

- 7.02 (a) Regular hours of work shall be deemed to exclude an unpaid meal period of thirty (30) minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours.

- (b) The thirty (30) minute meal break identified in 7.02(a) may be extended to sixty (60) minutes by mutual agreement between the Employee and the Employer provided the seven point five (7.5) hours identified in 7.01(a) are worked on that day.

- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her or his meal period, the Employee shall be so advised in advance and be paid for that meal period at her or his basic rate of pay.

- (d) If an Employee is recalled to duty during her or his meal period or rest period she or he shall be given a full meal period later in the shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) the rest period, at one point five times (1.5X) the Employee's basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.02(c), at one point five times (1.5X) the Employee's basic rate of pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is entitled to be paid, at one point five times (1.5X) the Employee's basic rate of pay.

7.03 Regular hours of work shall be deemed to include one (1) rest period of fifteen (15) minutes during each period of three point seven five (3.75) hours worked.

7.04 Regular hours of work shall be scheduled by the Employer to fall between the hours of zero eight hundred (0800) hours and twenty two hundred (2200) hours. Such hours of work not to exceed the provision in Article 7.01(a) above in any one day.

7.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, there will be at least ten (10) hours off duty between shifts.

7.06 The normal range of hours identified in 7.04 may be altered by mutual agreement between the Employee and the Employer.

7.07 The two (2) consecutive days of rest in 7.01(c) can be altered by mutual agreement between the Employer and the Employee.

7.08 Shift schedules shall be posted six (6) weeks in advance. Notwithstanding the foregoing, the shift schedule may be posted with less than six (6) weeks notice by mutual agreement between the Employee(s) and the Employer.

7.09 If, in the course of a posted schedule, the Employer changes the Employee's shift start time by two (2) hours or more the Employee shall be paid at the rate of one point five times (1 1/2X) the Employee's basic rate of pay for all hours worked on that shift unless at least seven (7) calendar days notice of such change has been given.

- 7.10 Notwithstanding Article 7.09, changes to the posted shift schedule may be made without penalty at any time by mutual agreement of the Employee and the Employer.
- 7.11 In the event that an Employee reports for work as scheduled and prior to the commencement of the shift, is requested by the Employer to leave and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's basic rate of pay.
- 7.12 Employees may exchange shifts among themselves with the written approval of their supervisor. In the event that it is not possible to get approval in writing, the verbal approval of their supervisor will be considered sufficient. Such verbal approval must be confirmed in writing.
- 7.13 Time spent travelling to provide programs and patient/resident/client care shall be considered hours worked and paid at the applicable rate.

ADDENDUM B: APPLICABLE TO UNITED NURSES OF ALBERTA, LOCAL #229 (COMMUNITY)

1. LETTERS TO EMPLOYEES

- (a) No later than January 1, 2005, each Employee shall receive a letter from the Employer which shall include the following:
 - (i) number of hours per shift and shifts per shift cycle;
 - (ii) increment level;
 - (iii) vacation entitlement level; and
 - (iv) the Employee's designated home site, any additional sites where appropriate and whether the position is an "at or out of" position.
- (b) Review of Scheduled Hours of Work
 - (i) The notification of the Employee's hours per shift and shifts per shift cycle in accordance with these Local Conditions shall not be considered a violation of Articles 14 or 15.
 - (ii) Each regular Employee shall have thirty (30) consecutive calendar days from the date of notification of their hours per shift and shifts per shift cycle to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and the

Employee agree on alternative hours per shift and shifts per shift cycle, the Employee's records shall be revised accordingly. Failing such agreement, the Employee's hours per shift and shifts per shift cycle shall be adjusted in accordance with the notification provided by the Employer in Item 1(a) above and the dispute regarding the appropriate hours per shift and shifts per shift cycle shall be resolved in accordance with Article 32, the grievance procedure.

(iii) Revised schedules will be posted in accordance with Article 7.03 by January 1, 2005.

(c) Increment Level Review

(i) An Employee who has not yet achieved the ninth (9th) salary step may request a review of their increment level in accordance with Article 27 of this Collective Agreement (Recognition of Previous Experience). Such request shall be submitted in writing to the Employer, accompanied by proof satisfactory to the Employer of such experience, within thirty (30) days of the Employee's receipt of the letter pursuant to (a) above.

(ii) Upon receipt of the written request from the Employee, the Employer shall conduct a review of the Employee's historical placement on the salary scale and within six (6) months of the date of ratification of these Local Conditions shall adjust the Employees' current placement on the increment scale in accordance with the criteria described in Article 27.01.

(iii) Where such adjustment results in the Employee being placed at a higher increment level, the resulting increase in the Employee's basic rate of pay shall be retroactive to June 9, 2004 or the Employee's date of employment whichever is later.

(iv) Where such adjustment would result in the Employee being placed at a lower increment level, it is agreed that the Employee shall continue to receive her current basic rate of pay until such time as the rate of pay applicable to the appropriate increment level is equal to or greater than the Employee's current basic rate of pay.

(d) Vacation Entitlement

Employees hired on or after April 1, 2003, may request to have their vacation entitlement reviewed in accordance with Article 17.02(e) of this Collective Agreement.

2. SENIOR NURSE BASIC RATE OF PAY

Senior Nurses shall be compensated at the appropriate step in the Head Nurse and Instructor classification.

3. HOURS OF WORK:

The parties agree that the following Hours of Work provisions shall remain in effect until March 31, 2005. Effective April 1, 2005, the Article 7 of this Collective Agreement shall apply.

(A) For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 7.01(a) to read:

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

- (i) seven (7) consecutive hours per day;
- (ii) thirty-five (35) hours per week averaged over one (1) complete shift cycle.”

(B) For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 7.01(b) to read:

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

- (i) include one (1) rest period of fifteen (15) minutes during each half shift of not less than three and one half (3 ½) hours,
- (ii) exclude an unpaid meal period of sixty (60) minutes to be scheduled by the Employer during each working day on which the Employee works at least three and one half (3 ½) hours or as mutually agreed by the Employee and the Employer.

(C) For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 7.02 to:

Delete Article 7.02(g)(v).

4. OVERTIME

For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 8.01(a) to read:

“8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day and time worked by an Employee in excess of thirty five (35) hours per week averaged over one (1) complete cycle of the shift schedule.”

5. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(A) Hours of Work

For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 30.01(a) 7.01(a)(i) as follows:

30.01(a) Hours of Work

Amend Article 7.01(a) to read:

“7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods shall be, as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven (7) hours per day and in any event, shall be less than thirty-five (35) hours per week averaged over one (1) complete shift cycle.”

(B) Part-time Employees’ Daily Hours of Work

Effective April 1, 2005, part-time Employees who were previously regularly scheduled for seven (7) hours per day, will be scheduled for seven point seven five (7.75) hours per day. This may only be altered through the operation of the collective agreement.

(C) Overtime

For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 30.01 to add:

8.01 (a) Overtime is all time authorized by the Employer and worked by a regular part-time Employee in excess of seven (7) hours per day and time worked by an Employee in excess of thirty-five (35) hours per week averaged over one (1) complete shift cycle, and all hours when required to work on a designated day of rest.

(D) Part-time Employees – Increment Accrual

For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 30.01(c)(i) to read:

30.01 (c) (i) Part-time Employees shall be entitled to an increment on the completion of one thousand eight hundred twenty seven (1827) regular hours of work up to the maximum increment granted full-time Employees.”

(E) Casual Employees – Increment Accrual

For the period from the date of ratification of these Local Conditions until March 31, 2005 amend Article 30.03(b) to read:

“30.03 (b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of one thousand eight hundred twenty seven (1827) regular hours of work up to the maximum increment granted full-time Employees.”

6. EMPLOYEE BENEFITS

Amend Article 21.01 to read:

21.01 Effective January 1, 2005, the Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) the HOBP (Health Organizations Benefit Plan) Supplementary Benefits Plan or equivalent, which provides benefits at no less than those being implemented January 1, 2005, inclusive of:
 - (i) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every two (2) calendar years per person for corrective lenses;
 - (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a

qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);

- (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
- (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

7. ACCRUED VACATION AND SICK LEAVE - ADJUSTMENT TO HOURLY BANKS

On April 1, 2005, all hours in each Employee's vacation and sick leave bank shall be adjusted by multiplying the hours by a factor of one point one zero seven (1.107).

8. LETTER OF UNDERSTANDING RE: EXISTING MULTI-POSITION EMPLOYEES

The September 1, 2004 date in Item 4(b) of the Letter of Understanding Re: Existing Multi-Position Employees shall be amended to read February 1, 2005.

IX. COMMUNITY MENTAL HEALTH CLINICS

ADDENDUM A: APPLICABLE TO HEALTH REGIONS WITH EMPLOYEES INCLUDED IN THE DIRECT NURSING CARE BARGAINING UNIT

1. LETTERS TO EMPLOYEES

- (a) No later than January 1, 2005, each Employee shall receive a letter from the Employer which shall include the following:
 - (i) number of hours per shift and shifts per shift cycle;
 - (ii) increment level;
 - (iii) vacation entitlement level; and
 - (iv) the Employee's designated home site, any additional sites where appropriate and whether the position is an "at or out of" position.
- (b) Review of Scheduled Hours of Work
 - (i) The notification of the Employee's hours per shift and shifts per shift cycle in accordance with these Local Conditions shall not be considered a violation of Articles 14 or 15.
 - (ii) Each regular Employee shall have thirty (30) consecutive calendar days from the date of notification of their hours per shift and shifts per shift cycle to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and the Employee agree on alternative hours per shift and shifts per shift cycle, the Employee's records shall be revised accordingly. Failing such agreement, the Employee's hours per shift and shifts per shift cycle shall be adjusted in accordance with the notification provided by the Employer in Item 1(a) above and the dispute regarding the appropriate hours per shift and shifts per shift cycle shall be resolved in accordance with Article 32, the grievance procedure.
 - (iii) If required, revised schedules will be posted in accordance with Article 7.03 by January 1, 2005.
- (c) Increment Level Review
 - (i) An Employee who has not yet achieved the ninth (9th) salary step may request a review of their increment level in accordance with

Article 27 of this Collective Agreement (Recognition of Previous Experience). Such request shall be submitted in writing to the Employer, accompanied by proof satisfactory to the Employer of such experience, within thirty (30) days of the Employee's receipt of the letter pursuant to (a) above.

- (ii) Upon receipt of the written request from the Employee, the Employer shall conduct a review of the Employee's historical placement on the salary scale and within six (6) months of the date of ratification of these Local Conditions shall adjust the Employees' current placement on the increment scale in accordance with the criteria described in Article 27.01.
- (iii) Where such adjustment results in the Employee being placed at a higher increment level, the resulting increase in the Employee's basic rate of pay shall be retroactive to June 9, 2004 or the Employee's date of employment whichever is later.
- (iv) Where such adjustment would result in the Employee being placed at a lower increment level, it is agreed that the Employee shall continue to receive her current basic rate of pay until such time as the rate of pay applicable to the appropriate increment level is equal to or greater than the Employee's current basic rate of pay.

(d) Vacation Entitlement

Employees hired on or after April 1, 2003, may request to have their vacation entitlement reviewed in accordance with Article 17.02(e) of this Collective Agreement.

2. HOURS OF WORK AND SCHEDULING

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

- 7.01 (a) Regular hours of work for regular full-time Employees, exclusive of meal periods, shall be:
- (i) seven point seven five (7.75) hours per day;
 - (ii) Thirty eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
 - (iii) Employees at date of ratification of these Local Conditions who work seven point two five (7.25) hours per day, thirty-six point two five (36.25) hours per week shall be able to maintain such hours of work.

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

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

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

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

3. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(a) Hours of Work and Scheduling

Item 2, Hours of Work and Scheduling shall apply, except as amended as follows:

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

“Amend Article 7.01 (a)(i) to read:

7.01(a) (i) Regular hours of work for regular part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event shall be less than thirty eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

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

“Amend Article 7.02(g) to read:

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

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

(b) Increment Accrual

Amend Article 30.01(c) to read:

“30.01 (c) Part-time Employees shall be awarded salary increments upon the completion of two thousand and twenty-two point seven five (2022.75) or one thousand eight hundred and ninety two point five (1892.5) hours of work as applicable.

(c) Casual Employees – Increment Accrual

Amend Article 30.03(b) to read:

“30.03 (b) A casual Employee shall be eligible to advance from her current basic rate of pay to the basic rate of pay at the next increment of the salary scale on completion of two thousand and twenty two point seven five (2,022.75) or one thousand eight hundred and ninety two point five (1892.5) hours of work as applicable.

4. SICK LEAVE TRANSITIONAL PROVISION

Article 19 shall have no application until January 1, 2005**. Until December 31, 2004, Article 28 of the Alberta Mental Health Board and AUPE, Local 042/006 (Mental Health Clinics) shall continue to apply.

- (a) Effective January 1, 2005, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:
- (i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit; or
 - (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
 - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
 - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or

- (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
 - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
 - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
 - (c) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at January 1, 2005.
 - (d) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 19: Sick Leave commencing January 1, 2005.
 - (e) Employees who are receiving sick leave pay prior to January 1, 2005, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

**** Notes: Capital Health Authority will implement the new sick leave plan and disability benefits as per Item 5 below effective October 1, 2004. Calgary Health Region will implement the new sick leave plan on the first day of the pay period following January 1, 2005.**

5. EMPLOYEE BENEFITS

Amend Article 21.01 to read:

21.01 Effective January 1, 2005**, the Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) the HOBP (Health Organizations Benefit Plan) Supplementary Benefits Plan or equivalent, which provides benefits at no less than those being implemented January 1, 2005, inclusive of:

- (i) Vision care coverage providing for annual eye exams and up to six hundred dollars (\$600.00) every two (2) calendar years per person for corrective lenses;
- (ii) Eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest one thousand dollars [\$1,000]);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic weekly earnings to the established maximum following a fourteen [14] day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) 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 fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent [66 2/3%] of basic monthly earnings to the established maximum following a one hundred and twenty [120] working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Blue Cross Fee Guide. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic

Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

**** Note: Capital Health Authority will implement the new sick leave plan and disability benefits as per Item 5 below effective October 1, 2004. All other Employee benefits will be effective January 1, 2005.**

6. LETTER OF UNDERSTANDING RE: EXISTING MULTI-POSITION EMPLOYEES

The September 1, 2004 date in Item 4(b) of the Letter of Understanding Re: Existing Multi-Position Employees shall be amended to read February 1, 2005.