

2017 - 2019

COLLECTIVE AGREEMENT

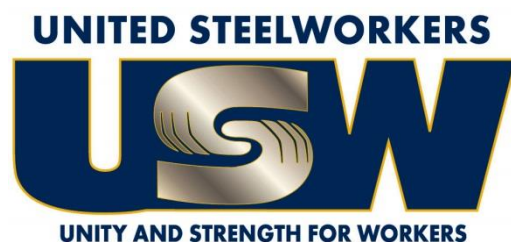
between



UNITED NURSES OF ALBERTA

Edmonton, Alberta

and



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION**

LOCAL 1-207

Edmonton, Alberta

January 1st, 2017 – December 31st, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. BARGAINING AGENT	1
2. DEFINITIONS	2
3. RECOGNITION.....	3
4. MANAGEMENT RIGHTS	3
5. DUES DEDUCTIONS AND UNION BUSINESS.....	4
6. NO DISCRIMINATION	5
7. HOURS OF WORK	5
8. OVERTIME	6
9. LABOUR MANAGEMENT COMMITTEE	7
10. WORKLOAD	7
11. PROBATIONARY PERIOD	8
12. SENIORITY	9
13. EVALUATIONS.....	10
14. PROMOTIONS AND TRANSFERS	10
15. LAYOFF AND RECALL.....	11
16. TEMPORARY ASSIGNMENT.....	12
17. VACATIONS.....	12
18. NAMED HOLIDAYS.....	14
19. SICK LEAVE	15
20. WORKERS' COMPENSATION	17
21. EMPLOYEE BENEFITS.....	18
22. LEAVE OF ABSENCE.....	19
23. TERMINATION, DISCIPLINE, AND DISCHARGE	22
24. NO STRIKE OR LOCKOUT	23
25. SALARIES	24
26. EXPENSES.....	24
27. TRANSPORTATION	25
28. TEMPORARY EMPLOYEES	26
29. GRIEVANCE PROCEDURE	27
30. OCCUPATIONAL HEALTH AND SAFETY	29
31. PERSONNEL.....	29

<u>ARTICLE</u>	<u>PAGE</u>
32. CONTINUING EDUCATION	30
33. RE-EMPLOYMENT	30
34. SEVERANCE.....	30
35. DEFERRED INCOME/LEAVE OF ABSENCE PROGRAM.....	31
36. PART-TIME EMPLOYEES.....	34
37. DECREASING OR INCREASING REGULAR HOURS	37
38. CASUAL EMPLOYEES.....	39
LETTERS OF UNDERSTANDING	
EMPLOYEES ON LONG-TERM DISABILITY	41

COLLECTIVE AGREEMENT made this 6th day of July, A.D., 2018.

BETWEEN

The United Nurses of Alberta

(hereinafter referred to as the “ Employer”)

OF THE FIRST PART

AND

United Steelworkers, Local #1-207

Employment Relations Officers’ Unit

(hereinafter referred to as the “ Union”)

OF THE SECOND PART

Preamble

The parties acknowledge that their primary objective is to provide knowledgeable, competent labour relations to members of the United Nurses of Alberta and believe that this objective can be more readily achieved if harmonious relationships exist between the Employer and the Union. The purpose of this Agreement is to establish rates of pay, working conditions and a grievance and arbitration procedure for the resolution of disputes during the term of the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 - BARGAINING AGENT

- 1.01 Unless altered by mutual consent, this Agreement shall remain in force and effect from the date the parties exchange ratification to December 31, 2019, except where otherwise stated. Notice to commence collective bargaining to renew, amend or terminate this Agreement may be made in writing by either party not more than 120 or less than 60 calendar days prior to the expiration date.
- 1.02 This Agreement shall remain in full force and effect until a new Collective Agreement has been executed or the right to strike or lockout arises, whichever first occurs.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 “Employer” shall mean such persons as may be designated by the United Nurses of Alberta to carry out duties in the operation and management of the United Nurses of Alberta.
- 2.02 “Employee” shall mean those persons occupying the classification of Labour Relations Officer, Educator, Communications Advisor, Researcher, Occupational Health & Safety Officer and Professional Responsibility Committee Advisor and any newly created classifications which are of a comparable nature.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work;
- (ii) “Part-time Employee” is one who is hired to work for a proscribed number of hours per week which shall be less than those specified in Article 7: Hours of Work. The regular hours of work shall not be altered except by the operation of the Collective Agreement.
- (b) “Temporary Employee” is one who is hired for a specific period of time not to exceed one year. The Employer shall notify the Union if the term of a Temporary Employee is extended.
- (c) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled; or
- (ii) is regularly scheduled for a period of three (3) months or less; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- 2.03 “Union Representative” shall mean that person designated by the Union to represent it in discussions with the Employer on any matter pertaining to the application, operation or alleged violation of this Agreement.
- 2.04 “Executive Officers” shall mean those members of United Nurses of Alberta so designated by the Employer.
- 2.05 “Basic Rate of Pay” shall mean an Employee’s hourly rate of pay exclusive of premiums, benefits or allowances.
- 2.06 The feminine gender shall mean and include all genders and gender identities and the singular shall include the plural and vice versa as applicable.

- 2.07 “Lay-off” shall mean any reduction in regular hours of work.
- 2.08 “Union” shall mean the United Steelworkers, Local #1-207, Employment Relations Officers’ Unit.
- 2.09 “Base Office” shall mean the building established by the Employer as a distinct designated work location for Employees.
- 2.10 “Base City” shall mean the municipality in which an Employee’s Base Office is located.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer agrees to recognize the Union as the sole bargaining agent for Employees classified as Labour Relations Officer, Educator, Occupational Health & Safety Officer, Communications Advisor, Researcher, Professional Responsibility Committee Advisor and any newly created classification which is of a comparable nature.
- 3.02 (a) The Employer agrees to consult and have meaningful discussion including discussion regarding the job description, roles and responsibilities of any new classification with the Union prior to introducing new classifications within the bargaining unit.
- (b) Where the Employer creates a new classification within the scope of the Collective Agreement or where a position is placed within the scope of the bargaining unit by a decision of the Labour Relations Board, the rate of pay applicable shall be subject to negotiations between the parties. The rates of pay shall be retroactive to the date the new classification was implemented. Where a mutual agreement is not obtained concerning the rate of pay, the matter shall be referred to Arbitration as provided within this Agreement. An Arbitrator, in such case, shall have the power to establish a rate of pay for the classification in question.
- 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 parties agree that it shall be the exclusive right of the Employer to operate and manage the business of the Employer in all respects unless otherwise provided by this Collective Agreement. The Employer shall exercise its rights in a manner that is fair, reasonable, non-arbitrary and consistent with the terms of the Collective Agreement.
- 4.02 Where the Employer intends to introduce organizational or environmental changes which would affect the working conditions of Employees, such intention shall be communicated to and discussed with the Union (Chapter Chair or designate) and the affected Employees 60 days in advance of the planned implementation date.

ARTICLE 5 – DUES DEDUCTIONS AND UNION BUSINESS

- 5.01 The Employer shall deduct from the earnings of each Employee covered by this Collective Agreement initiation fees in the sum of five dollars and monthly or bi-weekly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Union authorized representative not later than the 15th day of the month following.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of any change in membership dues structure.
- 5.03 Membership in the Union shall be mandatory.
- 5.04 Up to a maximum of three Employees shall be entitled to leave of absence without pay for the purpose of conducting negotiations with United Nurses of Alberta; however, if negotiations are conducted during working hours, such leave shall be granted with pay.
- 5.05 If an Employee refuses in good conscience to cross any picket line established by any Trade Union, that Employee will not be subject to disciplinary action for such refusal. The Employee shall notify the Employer as soon as possible of such refusal and may be assigned by the Employer to conduct her duties in an alternate location.
- 5.06 The Employer agrees to deduct the amount of \$40.00 per year from the wages of each Employee in the bargaining unit on a once yearly basis, prior to December 30 of each year and within 30 days pay the amount so deducted to the “Humanity Fund” and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all Employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any Employee in the bargaining unit in the program of deductions set forth above may be discontinued by any Employee in the bargaining unit after the receipt by the Employer and the local union of that Employee’s written statement of her desire to discontinue such deductions from her pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

- 5.07 The Employer shall provide a bulletin board in each office for the exclusive use of the Union, and for the sole purpose of posting information related to the Union’s activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 There shall be no discrimination against any Employee by virtue of her performing her duty as a member of the Union or by virtue of gender, religious beliefs, race, age, marital status, political affiliation, family status, place of origin, ancestry, colour, mental or physical disability, sexual orientation, gender identity or gender expression or place of residence, nor in respect of an Employee exercising any right conferred under this Agreement, Federal or Provincial law, statute or regulation.

ARTICLE 7 – HOURS OF WORK

- 7.01 (a) Regular hours of work for Full-time Employees shall be 35 hours per week, Monday to Friday, exclusive of a one hour meal period each working day. Where an Employee works more than seven hours in a day she shall be entitled to two one hour unpaid meal periods.
- (b) Notwithstanding 7.01 (a), upon request of the Union and with the approval of the Employer at least two weeks prior to each staff meeting day, the regular unpaid meal period on staff meeting day shall be two hours. Overtime shall not occur as a result of this provision.
- 7.02 Regular hours of work shall include two 15 minute breaks each working day or one 15 minute break in each four hour period or part thereof.
- 7.03 If an Employee is recalled to duty during her meal period or breaks, or does not receive her meal period, she shall be given either the time not taken later in the work day at a mutually agreed upon time or payment at the appropriate overtime rate.
- 7.04 (a) Due to the business of the Employer, regular hours of work may occur at variable times but shall be confined within the hours of 0800 h. and 2100 h.
- (b) An Employee may request to commence work at 0700 without attracting overtime. Such request by an Employee shall not be unreasonably denied.
- 7.05 An Employee shall schedule her regular hours of work for a week subject to the requirements of this Article and subject to the approval of the Employer. Such approval shall not be unreasonably denied.
- 7.06 Time off for sick leave, vacation, paid holidays, leaves of absence and in lieu of overtime, shall be calculated in hours. Where approved, time off in lieu of overtime may be taken on any day, regardless of the number of working hours scheduled.
- 7.07 A duty roster for Labour Relations Officers shall be established in consultation with the Union. Labour Relations Officers shall be assigned to maintain office coverage during regular office hours on a rotating basis.
- 7.08 An Employee's approved schedule of regular hours of work shall be posted one week in advance of the hours to be worked.

- 7.09 Other than duty roster, Employee changes to the posted schedule that change the start or end time by less than two hours on any day (but do not invoke overtime) shall not require approval. Other changes may be made by agreement between the Employer and the Employee concerned, including changes made after the fact.
- 7.10 (a) Travel time between an Employee's residence and work location outside her Base City is working time.
- (b) Travel time between an Employee's residence and a work location other than her Base Office, within her Base City, is work time to the extent equal to travel time between the Base Office and the work location.
- (c) Travel time pursuant to Article 7.10 (b) shall not be construed as time in which the Employee is required to be away from the office over her meal period under the terms of Article 26.01.

ARTICLE 8 – OVERTIME

- 8.01 Overtime shall mean hours worked in excess of regular hours of work.
- 8.02 All overtime shall be authorized in advance by the Employer except that, where overtime arises as a result of unforeseeable circumstances, in which it is impossible to obtain prior authorization. In such cases, authorization for overtime shall be requested as soon as reasonably possible and authorization after the fact by the Employer shall not be unreasonably denied. The Employer shall advise all Employees in writing of the one person who authorizes overtime.
- 8.03 Overtime shall be voluntary except in the event of unforeseeable circumstances.
- 8.04 (a) Overtime shall be compensated at the rate of 1.5X times the basic hourly rate for the first four hours in any week and 2X the basic hourly rate for all subsequent overtime hours in that week, or time off at the premium rate at a mutually agreed time. Requests for such time off shall not be unreasonably denied. Overtime not taken in time off within six months of the end of the pay period in which it was earned shall be paid by the Employer. Notwithstanding this, the Employer and the Employee may mutually agree to carry forward overtime for a maximum period of an additional three months. Overtime shall be paid within 14 days, if requested.
- (b) At the request of the Employee and with the provision of the appropriate Canada Revenue Agency forms, the Employer shall transfer overtime accrued to the Employee's RRSP without deducting taxes.
- 8.05 Time off in lieu of overtime accumulated by Employees under the previous Collective Agreement, which has not to this date been taken, when taken shall be compensated at the current rate of pay.

- 8.06 For all overtime worked after the date of ratification of this Collective Agreement, when overtime is compensated the Employee shall be paid at the current rate of pay.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour-Management Committee meeting shall be held monthly between up to three representatives of the Employer and three representatives of the Union to discuss issues of mutual concern. These meetings shall be held at a mutually agreed time.

- 9.02 Minutes of each meeting will be kept and shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed. An agenda for each meeting will be circulated prior to each meeting.

Where an item remains unresolved for 45 days, the Union shall have the right to make a written and oral presentation of its concerns to the U.N.A. Executive Board at the next regularly scheduled Executive Board meeting. The Executive Board will respond in writing to the concerns within 30 days of the presentation. The response will be directed to the Labour-Management Committee.

- 9.03 An Employee shall suffer no loss of regular earnings for attendance at Labour-Management meetings.

ARTICLE 10 - WORKLOAD

- 10.01 (a) Each Employee shall be assigned a reasonable workload.
- (b) Workload shall be equitably distributed amongst the Employees taking into account such factors including but not limited to:
- (i) number of Locals serviced;
 - (ii) number of dues payers and workload of Locals serviced;
 - (iii) geographic location of Locals;
 - (iv) regular hours of work;
 - (v) amount and regularity of overtime;
 - (vi) other factors including: duty roster, organizing, briefs, committee work, negotiations, orientation of new staff, education preparation and teaching, research, grievance and arbitration case load, back-up to other Employees absent or working on special assignments.
- (c) Workload Committee

The parties recognize the general question of workload has to be addressed on an ongoing basis.

The parties agree to establish a Joint Committee of two (2) members selected by the Union, and two (2) members selected by the Employer, to review workload issues and related matters.

The Workload Committee will be a sub-committee of the Labour-Management Committee, and members of the sub-committee shall suffer no loss of regular earnings for attendance at sub-committee meetings. The sub-committee shall meet within thirty (30) calendar days upon the request of either party.

The Employer and Union agree to share all information relevant to the issues under discussion. The sub-committee shall have the power to review workload and to propose changes including but not limited to increases to overall FTE and changes to assignments. If the sub-committee is unable to agree on an issue then the parties agree to seek and retain a neutral third party to assist with resolving the issue.

Where a consensus cannot be reached by the sub-committee on an issue before it, it will be forwarded to the Labour-Management Committee for resolve.

- 10.02 (a) An Employee shall have the right to file written complaints regarding her workload. Such written complaints shall be filed with the immediate supervisor. The Employee and the immediate supervisor shall meet within seven (7) days to discuss and attempt to resolve the written complaint. The immediate supervisor shall respond in writing within seven (7) days of said meeting.
- (b) If the matter is not resolved to the satisfaction of the Employee, it shall be referred to the Workload Committee and there shall be a Workload Committee meeting in accordance with Article 10.01 (c) in order to discuss and attempt to resolve the specifics of the complaint.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 A new Employee shall serve a probationary period of six months. A probationary Employee may be dismissed without notice for just cause or may be dismissed with two week's notice (or pay in lieu) if she is unable to meet the standards of the classification established by the Employer, provided that such standards shall be fair and reasonable. The dismissal (or other discipline) of a probationary Employee shall be subject to the Employee's right to grieve under this Collective Agreement.
- 11.02 The Employer shall provide a written evaluation of each probationary Employee at least once during her probationary period.

11.03 The Employer shall provide paid orientation of not less than ten days exclusive of weekends at the commencement of her probationary period for each Employee. An Employee shall not be included in the staff count during her orientation period and such orientation shall be under guidance and supervision.

With agreement between the Employer and the Union, an Employee who previously served a probationary period with the Employer may have the probationary period and orientation waived.

11.04 A probationary Employee shall not be terminated due to illness, pregnancy or for being in receipt of Workers' Compensation Benefits.

ARTICLE 12 - SENIORITY

12.01 For Employees hired prior to the ratification of January 1, 2014, Bargaining Unit Seniority shall mean continuous service in the employ of the Employer from the date of hire. For Employees hired after the date of ratification, Bargaining Unit Seniority shall mean continuous service in the bargaining unit.

An Employee's "Seniority Date" shall include all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.

12.02 Seniority shall be considered for:

- (a) Vacation approval in accordance with Article 17: Vacations;
- (b) Layoff and recall in accordance with Article 15: Layoff and Recall;
- (c) Promotions and transfers in accordance with Article 14: Promotions and Transfers.

12.03 Seniority shall accrue during:

- (a) periods of sick leave and W.C.B.;
- (b) leaves of absence without pay for educational purposes up to 18 months;
- (c) leave of absence without pay up to one month;
- (d) leaves of absence with pay;
- (e) vacations;
- (f) compassionate leave;
- (g) court appearance;
- (h) parental and adoption leave;

- (i) periods of long-term disability.
- 12.04 Seniority shall be considered broken and all rights forfeited when:
- (a) an Employee resigns;
 - (b) an Employee does not return to work within two weeks of recall following a layoff.
- 12.05 The Employer shall maintain a current seniority list, a copy of which shall be sent to the Union upon signing of this Agreement and on the anniversary of that date thereafter.

ARTICLE 13 - EVALUATIONS

- 13.01 The parties to this Collective Agreement recognize the value of Employee evaluations to provide effective communications between the Employee and the Employer and to achieve sound developmental goals.
- 13.02 Recognizing the distinction between evaluations and discipline, the parties agree that each Employee shall receive a yearly evaluation in writing and that no reference to an evaluation shall be made by the Employer in any disciplinary proceeding or arbitration proceeding. An Employee's evaluation shall not be released by the Employer except as required by law, without the written consent of the Employee.
- 13.03 All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- 13.04 Any meeting for the purpose of an Employee evaluation shall be scheduled by mutual agreement. The Employee shall be paid at the applicable rate of pay for attending.
- 13.05 The Employee shall sign her evaluation for the sole purpose of indicating that she is aware of the evaluation.
- 13.06 The Employee shall have the right to respond in writing within 14 days of receipt of the written evaluation or the evaluation interview, whichever is later, and her reply shall be attached to her evaluation and placed in her personnel file.

ARTICLE 14 – PROMOTIONS AND TRANSFERS

- 14.01 (a) The Employer shall post all regular and temporary vacancies or new positions within the offices of the Employer for a period of 14 calendar days, and a copy of this internal notice shall be sent to the Union. A Regular Employee who is successful on a temporary position shall maintain her status as a Regular Employee. At the completion of the term of a temporary position, the Employee shall be reinstated to her previous position.

- (b) The Union shall not unreasonably refuse a request to waive the notice of postings for vacancies.
 - (c) Vacancies shall be filled whenever possible from within the bargaining unit. In filling job vacancies or new positions, the job shall be awarded to the most senior applicant provided she has the ability to perform the job.
- 14.02 (a) In the event that there is a requirement to have a reduction of the number of Employees at a Base City but not overall reduction of Employees in the particular classification, the affected Employee shall be given the option of transferring to the new location in the same classification, or accepting layoff with recall rights in accordance with Article 15: Layoff and Recall, or accepting severance, in accordance with Article 34: Severance.
- (b) When the Employee transfers to a new Base City under the provisions of Article 14.02(a), the Employee shall have all reasonable and substantiated relocation expenses paid by the Employer.

ARTICLE 15 – LAYOFF AND RECALL

- 15.01 If it becomes necessary to reduce the work force, the Employer will notify any Employees who are to be laid off 60 calendar days prior to the layoff.
- 15.02 Layoffs shall be in the reverse order of seniority.
- 15.03 Recalls will be made in the order of seniority.
- 15.04 No new Employees will be hired while others are on layoff.
- 15.05 (a) The Employer shall make payment for its share of the full premium of the benefit plans on behalf of the laid off Employee for six months.
- (b) Employees laid off for more than six months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits.
- 15.06 Notice of recall shall be given by telephone and registered mail or courier to the Employee’s last known place of residence.
- 15.07 There shall be no reduction of Employees in any Base Office without a corresponding reduction in the workload generated by the assignments serviced by that Base Office as of the date of signing of this Collective Agreement.
- 15.08 No Employee shall be laid off as a result of the contracting out of bargaining unit work.
- 15.09 No Employee shall be laid off as a result of the introduction of a new classification within the scope of this bargaining unit.

ARTICLE 16 – TEMPORARY ASSIGNMENT

16.01 Charge Pay

Within 30 calendar days of exchange of ratification, the Employer shall prepare a new document, in consultation with the Union, specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand at each Base Office and shall be available to each Employee upon request.

When an Employee is designated in charge, such Employee shall be paid an additional \$5.00 per hour.

16.02 Acting Out-Of-Scope

Within 30 calendar days of exchange of ratification, the Employer shall prepare a new document, in consultation with the Union, specifying the roles and responsibilities of a person designated to replace another person in an out-of-scope position. Copies of such documents shall be on hand at each Base Office and shall be available to each Employee upon request.

When an Employee is assigned to replace another person in an out-of-scope position, the Employee shall be paid an additional \$6.00 per hour. An Employee assigned duties under Article 16.01 and Article 16.02 shall receive the higher of the premiums, but not both of the premiums.

ARTICLE 17 - VACATIONS

17.01 Employees shall be entitled to a vacation with pay as follows:

- (a) during the first three years of continuous employment an Employee shall earn vacation credits at the rate of five point five (5.5) hours per bi-weekly pay period.
- (b) during the 4th to the 7th years of continuous employment an Employee shall earn vacation credits at the rate of seven (7) hours per bi-weekly pay period.
- (c) during the 8th and subsequent years of continuous employment an Employee shall earn vacation credits at the rate of eight point two five (8.25) hours per bi-weekly pay period.
- (d) Supplementary Vacations

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 date.

- (i) Upon reaching the employment anniversary of 20 years of continuous service, Employees shall have earned an additional thirty-five (35) working hours vacation with pay.
- (ii) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional thirty-five (35) working hours vacation with pay.
- (iii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional thirty-five (35) working hours vacation with pay.

17.02 Prior to January 15 of each year a vacation schedule planner shall be circulated amongst all Employees for the purpose of scheduling vacations for the twelve month period following March 31. At this time, the Employer shall provide guidance as to the reasonable number of Employees within each work group who can be granted vacation at the same time within each Base Office. Where an Employee submits her vacation preference by February 15, the Employer shall indicate approval or disapproval of that vacation request by March 1.

Where conflict amongst Employees for scheduling vacations arises, and where vacations are requested on or before February 15, vacation shall be approved in such a manner so that each Employee, at her request, shall be granted at least two consecutive weeks of vacation between July 1 and August 31 of each year. Once that has occurred, seniority relative to other Employees in the Employee's work group shall be the sole factor in determining vacation dates. For the purposes of this article, there shall be five work groups: (1) SARO LRO; (2) Provincial Office LROs; (3) Education, Occupational Health & Safety, Professional Responsibility; (4) Communications; and (5) Research.

Thereafter vacations shall be scheduled as requested by the Employee subject to the approval of the Employer. The Employer shall respond to such request in writing within ten calendar days. Approval of requests shall not be unreasonably denied.

17.03 Vacations may be divided.

17.04 All vacation earned during one calendar year shall be taken no later than December 31 of the following calendar year. Notwithstanding this, the Employer and the Employee may mutually agree to carry forward earned vacation for a maximum period of an additional three months.

The parties agree that this clause shall have no application to any portion of an Employee's "vacation bank" which is over 30 days at January 11, 1998.

17.05 Employees on Long Term Disability will continue to accrue vacation for two years. At the Employee's request, vacation is to be paid into the Employee's RRSP.

17.06 When the Employer closes the offices for the Christmas/New Years break, subject to operational requirements, Employees shall receive those days off work without loss of regular earnings. Employees required to work those days shall receive their regular rate of pay, but shall receive corresponding time off with pay within 30 days.

ARTICLE 18 – NAMED HOLIDAYS

18.01 (a) Employees shall be entitled to a day off with 7 hours pay on or for each of the following Named Holidays:

New Year’s Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
August Civic Holiday	

Any holiday proclaimed to be of general observance by the Municipality in which the United Nurses of Alberta is located and/or the Government of the Province of Alberta and/or the Government of Canada shall also be recognized.

(b) Any of the following:

- (i) Easter Monday
- (ii) August Civic Day
- (iii) Boxing Day

may be exchanged within the same year for any of the following:

- (i) International Women’s Day
- (ii) May Day
- (iii) Employee’s birthday
- (iv) Any religious holiday of one’s own faith

at the request of the Employee. The Employee shall provide at least 14 calendar days’ notice of such request.

- (c) On the last working day preceding Christmas Day and New Year's Day, each Employee shall be entitled to 3.5 hours off with pay. Should an Employee exercise her or his rights under 18.01(b) above to select an alternative holiday, the Employee shall be entitled to 3.5 hours off with pay on the last working day preceding the religious holiday of her or his choice, rather than the last working day preceding Christmas Day.
- 18.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work her scheduled hours of work 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 An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at 2X her basic rate and shall be granted seven (7) hours off in lieu. The time off with pay shall be granted within 30 days either prior to or after the holiday. Such alternate day off shall, if possible, be combined with scheduled days off or vacation.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate seven (7) hours off as outlined in 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday(s) may, by mutual agreement, be added to the vacation period, or if this is not possible, the Employee shall be granted another seven (7) hours off in lieu thereof. Such time in lieu shall be granted within 30 days of return to work from vacation.

ARTICLE 19 – SICK LEAVE

- 19.01 (a) "Illness" shall mean any illness, injury (other than those covered by Workers' Compensation) or quarantine restrictions which causes an Employee to be absent from duties.
- (b) If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer and she works one hour in a 1/2 day that she is absent for those purposes, such absence shall neither be charged against her casual illness entitlement, nor shall a deduction in pay be made for the time lost in the 1/2 day in which she became ill or attended the appointment. For purposes of this Article a 1/2 day is:
- 1/2 of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven.

- 19.02 (a) On each anniversary date, an Employee shall have her sick leave bank replenished in accordance with the following:
- (i) the 1st year of employment, the Employee sick leave bank shall be 100% of normal salary for each of the first 140 work hours of illness and 70% of normal salary for each of the next 455 work hours of illness.
 - (ii) in the 2nd year of employment; the Employee sick leave bank shall be 100% of normal salary for each of the first 175 work hours of illness and 70% of normal salary for each of the 420 work hours of illness;
 - (iii) in the 3rd year of employment; the Employee sick leave bank shall be 100% of normal salary for each of the first 245 work hours of illness and 70% of normal salary for each of the next 350 work hours of illness;
 - (iv) in the 4th year of employment; the Employee sick leave bank shall be 100% of normal salary for each of the first 315 work hours of illness and 70% of normal salary for each of the next 280 work hours of illness;
 - (v) in the 5th year of employment; the Employee sick leave bank shall be 100% of normal salary for each of the first 385 work hours of illness and 70% of normal salary for each of the next 210 work hours of illness;
 - (vi) in the 6th or any subsequent year of employment; the Employee sick leave bank shall be 100% of normal salary for each of the first 490 work hours of illness and 70% of normal salary for each of the next 105 work hours of illness;
- (b) Employees on sick leave, long term disability, or gradual return to work on their anniversary date shall not have their sick leave banks replenished until they have returned to work and worked 70 scheduled hours of work. Time away on vacation, Named Holidays time off in lieu of overtime, time used to attend dental, physiotherapy, optical or medical appointments and leaves of absence shall not be considered scheduled hours of work for the purpose of this clause.
- 19.03 (a) Subject to Article 19.03 (b), an Employee upon return to active work after a period of illness will have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment, at the rate of 70% of normal salary.

- (b) Notwithstanding illness leave used to attend dental, physiotherapy, optical or medical appointments, such reinstatement shall only occur where an Employee has not taken any illness leave during the first 70 scheduled work hours following the date of return to active work. Time away on vacation, Named Holidays, time off in lieu of overtime, and leaves of absence shall not be considered scheduled hours of work for the purpose of this clause.
 - (c) Scheduled work hours for the purpose of Article 19.03 (b) are those hours the Employee is medically fit to work.
- 19.04 For the purposes of this Article, the maximum period of continuous absence recognized shall be 595 consecutive work hours. Absence due to illness or disability in excess of that period shall be subject to Article 21.01.
- 19.05 Employees may be required to submit satisfactory proof to the Employer of any illness.
- 19.06 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefor.
- 19.07 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her or his vacation; in this event, the Employee will be receiving vacation pay.
- (b) Notwithstanding the provision of Article 19.07(a), during the course of her or his vacation, 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 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 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 as a result shall be rescheduled to a mutually agreeable time.

ARTICLE 20 – WORKERS’ COMPENSATION

- 20.01 The Employer shall provide Workers’ Compensation coverage for all Employees.
- 20.02 No Employee shall be terminated due to being on Workers’ Compensation.
- 20.03 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 shall continue to receive full net salary for the first 24 months of such absence, 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.
- 20.04 Employees on Workers’ Compensation will continue to accrue vacation for two years. At the Employee's request, vacation is to be paid into the Employee's RRSP.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 *Prepaid Benefits*

The Employer shall provide the following group plans for all Regular Employees which provides benefits at no less than those in place on December 31, 2009 inclusive of:

- (a) Alberta Health Care Insurance;
- (b) Group extended health care plan and long-term disability, group life and AD & D.
 - Diabetic Supplies - 100% coverage; Include insulin pump - 100% coverage for one pump every five years;
 - Surgical stockings/support hose – two pairs per year;
 - Foot orthotics - \$500/two years;
 - Maximum for Psychologist, Registered Social Worker or Addictions Specialist coverage \$150/visit (maximum of 26 visits);
 - 100% for all respiratory equipment and supplies;
 - \$2,000,000 out of Country coverage;
 - Vision care coverage at \$600 biennially, inclusive of coverage for elective corrective laser eye surgery;
 - Hearing aids at \$2000 biennially;
 - Dental coverage yearly and lifetime maximums at \$3000. Extensive to include implants and appliances (appliances to include mouth guards for therapeutic use).
- (c) Long-term Disability insurance providing a benefit of 80% of regular salary indexed annually to rising salaries as per Article 25.

21.02 The plan descriptions of all Employee benefits shall be included by reference and shall form part of this Collective Agreement.

21.03 The Employer shall provide to the Union copies of contracts with insurers of prepaid benefits.

21.04 The Employer shall not change any carriers of the above-noted plans without prior consultation with the Union. Notwithstanding the above, no Employee shall be denied any benefits under this Article due to a pre-existing medical condition.

- 21.05 The premiums for the above plans shall be wholly paid by the Employer.
- 21.06 The Employer agrees to contribute an amount equivalent to 13% of the Employee's regular gross salary and to deduct an amount equivalent to five percent of the Employee's regular gross salary from each Employee's pay, and make payable to a Registered Retirement Savings Plan owned by the Employee. Upon request of the Employee, where possible, the RRSP contributions shall be made by direct deposit. When an Employee is on parental or adoption leave pursuant to Article 22.05, she may elect to continue to make contributions of up to five percent of her gross salary. Where the Employee so elects, the Employer shall contribute 13% of her regular gross salary.
- When an Employee is on parental or adoption leave pursuant to Article 22.05, she may elect to continue to make contributions of up to five percent of her gross salary. Where the Employee so elects, the Employer shall contribute 13% of her regular gross salary.
- 21.07 Employees retiring from employment with UNA prior to the age 65 have coverage under the following group plans: AHC, extended health, dental and life insurance (at salary level at retirement). The Employee shall pay the full premium for such coverage. If the retiree obtains coverage through other employment, UNA's coverage shall be cancelled.
- 21.08 The Employer and the Union shall have good faith discussions regarding joint participation in a pension plan.
- 21.09 The Employer shall reimburse each Employee up to \$850 per year, for health or fitness club, or weight management or smoking cessation programs fees, or membership costs. For smoking cessation programs, the group extended health care plan shall be the first payer.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.01 An Employee shall be entitled to apply for a leave of absence without pay. Requests for Leave of Absence must be made in writing to the immediate supervisor. If the request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.
- (a) An Employee granted a leave of absence of any kind in excess of three months shall not be entitled to benefits listed in Article 21: Employee Benefits and Article 27: Transportation and shall not accrue earned vacation. The Employee's increment date shall also be adjusted by amount of the leave.
- (b) An Employee granted a leave for three months or less shall be entitled to benefits listed in Article 21: Employee Benefits, and shall not be entitled to any amount required under Article 27.01 (b) and (f). Such Employee shall continue to accrue earned vacation.

22.02 An Employee who has been granted a leave of absence of any kind and who overstays her leave without permission of the Employer shall be considered to have terminated her employment except in extenuating circumstances.

22.03 Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

22.04 *Compassionate Leave*

(a) Upon request an Employee shall be granted reasonable leave of absence in the event of a death in the Employee's family (i.e. Employee's or the Employee's spouse's child, father, mother, sister, brother, sister-in-law, brother-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, guardian, or the Employee's spouse or fiancé). The first five working days granted shall be without loss of regular earnings. Compassionate leave may be extended by up to two additional calendar days as may be necessitated by reason of travel to the funeral. For the purposes of Article 22.04 (a):

(i) step relatives shall be considered as blood relatives;

(ii) spouse shall include a common-law and/or same sex relationship.

(iii) Employees family shall include a person who over time has acted in the capacity of a family member or the spouse's family members.

(b) An Employee may request a one day leave of absence without pay in the event of a death of the Employee's other relatives or friends. Such leave shall not be unreasonably denied.

22.05 *Parental and Adoption Leave*

(a) An Employee who has completed her probationary period shall, upon her written request, be granted parental or adoption leave for up to 18 months. An Employee shall be eligible for such leave in the event of the birth or adoption of the Employee's child. Such leave shall be without pay (except for the health-related portion of a parental leave, which shall be treated the same [or substantially the same with respect to the post delivery portion] as an Employee absent due to illness) but with the provision of benefits contained in Article 21.01. An Employee on such leave shall not be eligible to receive payment pursuant to Article 27.01 (b) and (f).

(b) An Employee on such leave shall provide the Employer with two weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same position in the pay scale or provide her with alternate work of a comparable nature at not less than the same position in the pay scale and other benefits that accrued to her up to the date she commenced leave.

22.06 *Court Appearance*

In the event an Employee is required to appear before a court of law, for jury duty or due to matters arising out of her employment with the Employer, the Employee shall suffer no loss of regular earnings.

22.07 *Public Office Leave*

- (i) Employees may be granted a leave of absence without pay for up to three months to run for public office.
- (ii) Employees who successfully attain public office shall be granted a further leave of absence, to permit them to fulfill the duties of that office. Such leave shall be without pay and without benefits as specified in Article 21: Employee Benefits and Article 27: Transportation, except that the Employees may make arrangements to pay full premiums for benefit plans, during such leave.

22.08 *General Leave of Absence*

Leave of Absence without pay may be granted at the discretion of the Employer.

22.09 *Union Leave of Absence*

- (a) A Union business leave of absence without pay shall be granted to attend to Union business. The leave of absence must be requested in advance and may not exceed 14 calendar days. A minimum of one weeks' notice is required for leaves of absence requested for Union Conventions, Union Educational Seminars or Union Conferences. Other Union business leaves of absence require at least two working days' written notice. Only two Employees shall be absent for Union Business at any one time unless otherwise mutually agreed.
- (b) The Employer shall not unreasonably deny an Employee request for leaves of absence to work in an official capacity for the Local or International Union. The Employee must request the leave in writing and the Union must approve it.

22.10 *Special Leave*

In each calendar year, Employees shall be entitled to 35 hours special leave with pay in case of pressing necessity. Pressing necessity shall be limited to unforeseen emergencies to the Employee, and in addition, to sickness, accident and unforeseen emergencies to the immediate family of the Employee. Seven hours of such leave per year may be used in the event of the Employee's marriage. Seven hours of such leave per year may be used in the event of moving of the Employee's residence.

22.11 *Domestic Violence Leave*

- (a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access up to 5 days of paid leave per fiscal year or attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to any existing leave entitlements may be taken as consecutive or single days, or as a fraction of a day upon approval.
- (c) The Employee and Employer shall only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

ARTICLE 23 – TERMINATION, DISCIPLINE AND DISCHARGE

23.01 Twenty-eight calendar days notice in writing, exclusive of any vacation shall be given by an Employee resigning from the employ of the Employer.

23.02 Notwithstanding any other provisions of this Agreement, if employment is terminated under the following conditions:

- (a) after less than one year of employment by the Employer; or
- (b) without giving proper notice;

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.

23.03 (a) There shall be no discipline or dismissal except for just cause or as specifically provided in Article 11: Probationary Period. Any discipline or dismissal is subject to review under the terms of the grievance procedure.

(b) Any disciplinary action taken by the Employer in contravention of the terms of this Article shall be deemed to be null and void. An expression of dissatisfaction of which an Employee or the Union have received no written warning shall not become part of the Employee’s record or be used against her at any time.

(c) Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee with a copy to the Union within five work days. Such written warning shall include a complete statement of the Employer’s reason or reasons for the warning.

Such written warning shall be given to the Employee and the Union within five work days of cause for dissatisfaction becoming known to the Employee's supervisor. Such written warning shall state a definite period in which improvement or correction is expected and at the conclusion of such time the Employee's conduct or performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. An expression of dissatisfaction of which an Employee or the Union have received no written warning shall not become part of the Employee's record or be used against her at any time.

- (d) Notice of dismissal or suspension shall be in writing and shall include a complete statement of the Employer's reason or reasons for the suspension or dismissal with a copy to the Union. Such notice shall be given to both the Employee and the Union within five work days of cause for the suspension or dismissal becoming known to the Employer. Where an Employee receives a suspension, the notice shall specify 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. An Employee shall be informed in writing of the results of the review.
- (e) A written warning, a suspension, or dismissal that is grieved and determined to be unjustified shall be removed from the Employee's record.
- (f) Following one year satisfactory service from the date of a disciplinary incident, the written record of such incident shall be permanently removed from the Employee's record.

23.04 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her services with the Employer except in extenuating circumstances.

23.05 Where circumstances permit, a discussion shall be held with the Employee and a representative of the Union (where requested by the Employee) prior to any disciplinary action being taken against that Employee.

23.06 The procedures stated above shall not prevent immediate suspension or dismissal for just cause.

ARTICLE 24 – NO STRIKE OR LOCKOUT

24.01 There shall be no strike or lockout during the currency of this Agreement.

24.02 No Employee shall be disciplined for refusing to cross a strike picket line. Unless otherwise agreed between the Employer and the Union, no Employee shall be requested to cross a strike picket line.

ARTICLE 25 - SALARIES

25.01 Hourly rate of pay shall be paid to Employees in the amounts set out below:

Effective January 1, 2017: Increase by 2%

Job Rate: \$66.23

Experience Rate: \$69.51

Long-Service Rate: \$71.59

Effective January 1, 2018: Increase by 2%

Job Rate: \$67.55

Experience Rate: \$70.90

Long-Service Rate: \$73.03

Effective July 1, 2019: Increase by 1%

Job Rate: \$68.23

Experience Rate: \$71.61

Long-Service Rate: \$73.76

25.02 Employees receive the Job Rate on hire. Employees receive the Experience Rate during the 8th to 14th years of employment. Employees receive the Long-Service rate during the 15th and subsequent years of employment.

ARTICLE 26 - EXPENSES

26.01 Authorized and substantiated expenses incurred in the conduct of the business of the Employer will be paid by the Employer. Travel on the business of the Employer will be by the most expeditious and economical means available. When, for business reasons, the Employee is required to be away from the office over her meal period she shall be compensated for meals as follows:

Breakfast	\$20.00
Lunch	\$25.00
Supper	\$35.00

without the necessity of a receipt.

Where an Employee travelling on Employer business is away from his or her normal domicile he or she may claim \$50.00 for each overnight stay where private arrangements are made by the Employee.

26.02 Time and expense reports shall be completed weekly. Claims for reimbursement of authorized expenses must be received within 14 days and shall be paid within 14 days of receipt of the claim in the U.N.A. Edmonton Office. Where completion of the reports is impossible within the above-noted time frame, the reports shall be completed as soon as reasonably possible.

26.03 Family care expenses incurred over and above normally incurred expenses may be claimed by Employees performing authorized Employer business. The maximum amount is one hundred dollars (\$100.00) per day. Receipts must be provided.

ARTICLE 27 - TRANSPORTATION

27.01 For all Full-time Regular Employees the following provisions shall apply:

- (a) The Employer shall provide to the Employee a vehicle allowance of \$1,000 per month. Effective January 1, 2019, the Employer shall provide to the Employee a vehicle allowance of \$1,050 per month.
- (b) The Employee shall be required to provide her own union built vehicle. The Employer shall pay the costs of all fuel for such vehicle, except fuel purchased while on vacation or parental or adoption leave, or while out of province on time off in lieu of overtime.
- (c) The Employer shall reimburse the Employee for the cost of registration and license for such vehicle.
- (d) The Employer shall reimburse the Employee for the cost of insurance for such vehicle, (and pay the deductible) for the Employee and their significant other, to a maximum of \$2,200 per year. The Employee shall be required to purchase business insurance of not less than one million dollars. If the Employee or significant other has incurred an insurance premium penalty, or a surcharge related to age, such penalty or surcharge shall be paid by the Employee. An Employee shall have the right to add any additional drivers they wish, at their own cost (including any costs related to deductibles.)
- (e) Employees may submit claims for reimbursement upon paying the insurance, rather than at the end of the insurance term. The Employer shall reimburse the Employee in accordance with 27.01 (d). Should the Employee terminate employment prior to the term of insurance, the Employee's insurance shall be covered to the end of the month in which the Employee terminates. The Employer shall have the right to deduct the advance (on a pro rata basis) from the Employee's final pay.
- (f) Where the vehicle incurs a kilometerage overage of more than 20,000 UNA business kilometers per year, the Employee shall be paid 12¢ per kilometer solely for UNA business kilometers over the allowed amount. This payment will be paid once annually or as agreed between the Employee and the Employer. Any Employee claiming the kilometer overage will be responsible for maintaining and providing the Employer with a proper accounting of all business and all personal miles. Reading shall be subject to verification by the Employer.

- (g) An Employee whose car is out of commission for maintenance, collision repair, or servicing shall be allowed to rent, at the Employer's expense, a similar replacement vehicle, if the Employer is unable to provide a replacement vehicle.
- (h) The Employer shall not be required to provide the vehicle allowance or pay for fuel for Employees on Long-term Disability for more than 18 months, to Employees on full layoff, or to Employees on a leave of absence of greater than three months.

ARTICLE 28 – TEMPORARY EMPLOYEES

28.01 Where in the opinion of the Employer it is desirable to hire a Temporary Employee, the provisions of this Article shall apply. The Union shall be notified when a Temporary Employee is hired.

28.02 Such Employee shall be a member of the bargaining unit but shall have no claim to the position temporarily filled beyond the fixed period as specifically agreed to at the time of hire.

28.03 The Collective Agreement shall apply to a Temporary Employee with the exception of the following Articles:

Article 14 - Promotions & Transfers

Article 15 - Layoff & Recall

Article 17 - Vacation

Article 21 - Employee Benefits

Article 22 - Leaves of Absence (except that 22.04 and 22.06 shall apply)

Article 27 - Transportation

Article 35: Deferred Income/Leave of Absence

28.04 A Temporary Employee may be required to provide herself with a vehicle for use in her employment. The car allowance for Employees not using a leased car shall be reimbursed \$1,000 per month. Effective January 1, 2019, the Employer shall provide to the Employee a vehicle allowance of \$1,050 per month.

Such Employees shall be reimbursed for all kilometers traveled for business purposes at the rate of 50.5¢ per kilometer or government of Alberta rates, whichever is higher.

28.05 a) A Temporary Employee shall earn vacation credits at the rate of 140 hours per annum.

b) When the Employer closes the offices for the Christmas/New Years break, subject to operational requirements, Employees shall receive those days off work without loss of regular earnings. Employees required to work those days shall receive their regular rate of pay, but shall receive corresponding time off with pay within 30 days.

- 28.06 A Temporary Employee shall be covered by the provisions of Article 21.01, with the premiums for the above plans shall be wholly paid by the Employer.
- 28.07 A Temporary Employee shall earn and accumulate sick leave credits at the rate of 4.85 hours per bi-weekly pay period. An Employee absent due to illness shall be paid at her Basic Rate of Pay to the extent of her accumulated sick leave credits. There shall be no payout of sick leave credits.
- 28.08 A Temporary Employee who obtains another temporary or regular position contiguous to a previous period of temporary employment shall have her service as a Temporary Employee counted for the purposes of future vacation entitlement, seniority, and general illness entitlement. Such service shall also be counted towards the completion of her probationary period.

ARTICLE 29 – GRIEVANCE PROCEDURE

29.01 (a) *Step 1*

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

(b) *Step 2*

The grievance shall be submitted, in writing and shall indicate the clause claimed to have been violated, the nature of the grievance and the redress sought, to the immediate supervisor within ten days of the occurrence of the act causing the grievance. There shall be a meeting to attempt to resolve the difference. The decision of the Director of Labour Relations shall be made known to the Union within ten days of receipt of the grievance. If the grievance is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) *Step 3*

The grievance, within seven days of the decision of the immediate supervisor under Step 2, shall be submitted in writing to the Executive Officers and shall indicate the clause claimed to have been violated, the nature of the grievance and the redress sought. There shall be a meeting to attempt to resolve the difference. The decision of the Executive Officers shall be communicated, in writing, to the Union within seven days of the submission.

(d) *Step 4*

If the difference remains unresolved, the grievance may be submitted to arbitration. The following Arbitrators shall be jointly appointed on a rotating basis:

Francis Price, Q.C.
Richard Hornung, Q.C.

The Arbitration hearing shall be scheduled within four months of the grievance being referred to arbitration.

29.02 Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Unit Chairperson or Unit Secretary of the Union.

29.03 Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the immediate supervisor or designate.

29.04 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

29.05 *Default*

Time limits are directory and any default may be remedied by an arbitrator except where there has been prejudice to the non-defaulting party.

29.06 *Disputes Between the Parties*

In the event that a dispute which directly affects two or more Employees or is of a general nature affecting all Employees in the bargaining unit arises regarding the interpretation application or alleged violation of the Collective Agreement which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance. Such grievance shall be submitted, in writing, to the Director of Labour Relations at Step 2 of the grievance procedure.

29.07 Meetings to discuss grievances may be held during the normal working day with no loss of basic pay for the grievor(s) and a Union officer providing the Employees do not leave the Employer's premises. A representative of the International Union may also attend any grievance meetings.

29.08 Leave of absence without pay shall be granted to Employees called to appear as witnesses before an Arbitrator as provided in this Article. It is agreed, however, that not more than three Employees shall be off duty for this purpose at any one time.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01 The Employer shall be responsible for providing safe and healthy working conditions. A Joint Occupational Health and Safety Committee shall be established with at least one representative from the Union and one representative from the Employer and may include others representing other bargaining units. Meetings shall be held on a monthly basis and minutes of the meetings shall be prepared and approved by all participants. There shall be no loss of regular earnings for participation in such meetings.

Minutes of each meeting will be kept and shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed. An agenda for each meeting will be circulated prior to each meeting.

Where an item remains unresolved for 45 days, the Union shall have the right to make a written and oral presentation of its concerns to the U.N.A. Executive Board at the next regularly scheduled Executive Board meeting. The Executive Board will respond in writing to the concerns within 30 days of the presentation. The response will be directed to the Joint Occupational Health and Safety Committee.

30.02 Union Committee members or Union consultants shall be permitted reasonable access to the workplace.

30.03 Each Employee shall on her date of hire be entitled to a one time payment of \$100 for survival supplies which shall include an extension cord.

30.04 There shall be a policy supporting zero tolerance of 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.

30.05 There shall be a policy supporting a scent free environment which shall be reviewed annually and amended as necessary by the Occupational Health and Safety Committee. Signs shall be posted in public areas to give notification of this.

30.06 There shall be a policy regarding animals in UNA offices, which shall be reviewed annually and amended as necessary by the Occupational Health and Safety Committee. Signs shall be posted in public areas to give notification of this.

ARTICLE 31 - PERSONNEL

31.01 An Employee may view her personnel file twice in each calendar year and in addition when the Employee has filed a grievance, with no advance notice to the Employer. An Employee shall have the right to be accompanied by a Union Representative when she views her file. Where a grievance has been filed the Employer shall, upon request, provide the grievor with a complete copy of her personnel file.

ARTICLE 32 – CONTINUING EDUCATION

32.01 Upon request, each Employee shall be granted at least three 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 calendar 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.

ARTICLE 33 - RE-EMPLOYMENT

33.01 A voluntarily terminated Employee or a former Temporary Employee who recommences employment within one year of the date of termination, shall be credited with her previous employment for the purposes of vacation entitlement, sick leave entitlement and salary.

ARTICLE 34 - SEVERANCE

34.01 *Severance Offering and Eligibility*

- (a) In the event of layoff(s), the Employer shall offer severance packages equal to the number of position reductions. Offerings shall be made prior to any layoffs.
- (b) The timing and extent of application periods and of the offering shall be determined by the Employer, provided that such determination shall be fair and reasonable.

Severance shall be calculated as follows:

- (a) The equivalent of four weeks regular salary* for each full year of service to a maximum of 52 weeks.
- (b) For the purpose of this clause, a full year of service shall be deemed to include partial years of service greater than six months and shall include all contiguous time worked as a Temporary Employee. All severance payments will be subject to the maximums outlined above.

(* Regular Salary = (Regularly scheduled hours of work as at the date of application for the program) x (Basic Rate of Pay).

34.03 *Severance Approval*

- (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance shall not be granted where termination of the Employee does not result directly or indirectly in the permanent elimination of the Employee's regular position or an equivalent position.
- (c) The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

34.04 *Operation of the Program*

Regular Employees whose applications are approved shall terminate their employment and have no right to recall under Article 15: Layoff and Recall.

ARTICLE 35 – DEFERRED INCOME/LEAVE OF ABSENCE PROGRAM

35.01 *Purpose*

- (a) The purpose of the Deferred Salary Leave Plan is to afford Employees, the opportunity of taking one year leave of absence with part pay by deferring salary for four years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to Employees on or after retirement.
- (b) The Employer and Employees may enter into any variation of this Plan by mutual consent of the two parties involved, provided that such variations meet the requirements of paragraph 6801 (a) of the Income Tax Regulations.

35.02 *Qualifications*

Any permanent Employee who has completed her probationary period is eligible to participate in the Plan.

35.03 *Application*

- (a) An Employee must make application to the Employer to participate in the Plan, within one month of the signing of this Agreement and by January 31, in each subsequent year thereafter.

- (b) Written acceptance or denial of the Employee's request, with explanation, will be forwarded to the Employee by March 31 of each year. Requests shall not be unreasonably denied.
- (c) In the event that more requests are received than the Employer can reasonably accommodate, requests shall be approved in order of seniority.

35.04 *Payment Formula*

- (a) In the first four years of the Plan, an Employee will be paid 80% of his/her normal salary. The remaining 20% of annual salary, based on a calendar year, will be accumulated, and this amount shall be paid to the Employee during the year of absence.
- (b) The amount of gross salary which is deferred will be deducted in bi-weekly installments commencing the first month following the approval into the program and will continue to be deducted for the period agreed to. The calculation of interest under the terms of this Plan shall be done monthly at the prime rate on deposits (of the Bank with which the employer deals) in effect on the last Friday of each month. Such deferred salary shall earn interest to the credit of participating Employees which shall be paid at the end of each calendar year in accordance with the Federal Income Tax Rules. Any such interest paid to a participant under the Plan represents employment income rather than income from property. Accordingly, form T4 should be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.
- (c) It is understood that Employment Insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period. Income Tax and Canada Pension Plan (CPP) deductions will be based on the net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the Employee by a Trustee, that Trustee is deemed to be an Employer of the Employee by the *CPP Act* and is therefore required to pay the Employer's contribution in respect of the Employee.
- (d) The leave of absence may be taken only in the fifth year of the Plan. Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

- (e) During the period of leave, the Employee may not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than amounts which were deferred under the Plan and the reasonable fringe benefits that the Employer usually pays to or on behalf of Employees. During the period of the leave, the Employee shall not receive any income or compensation of any kind from any Employer without the express written consent of the United Nurses of Alberta.
- (f) There shall be a maximum of one Employee from each office on leave in any one year.

35.05 *Benefits*

- (a) All prepaid health benefits shall be maintained by the Employer during the deferral period and leave of absence at the Employee's gross salary level (i.e. salary before deduction of deferred amount).
- (b) RRSP contributions during the deferral period will be based upon the Employee's normal salary. No RRSP contributions shall be made during the leave of absence.

35.06 *Withdrawal*

- (a) An Employee may withdraw from the Plan prior to commencement of the leave period.
- (b) Any Employee who withdraws, resigns, is laid off or is terminated shall receive a lump sum equal to the salary deferred plus interest accrued for that calendar year. Payment shall be made within 30 days of notification.
- (c) Once the Employee commences the leave period, he or she may not withdraw.
- (d) Should an Employee die while participating in the program, monies accumulated plus accrued interest at the time of death shall be paid to the Employee's estate.

35.07 *Return from Leave*

- (a) Following the period of leave, the Employee shall return to his or her position and agrees to continue his or her regular employment for a period equal to the period of the leave.

35.08 *Compliance With the Income Tax Act*

This Article will be submitted to Canada Revenue Agency for review to ensure that it complies with requirements of the *Income Tax Act*. Following the review, the parties agree that they will make any modifications to this Article that are necessary in order to comply with the *Income Tax Act*.

ARTICLE 36 – PART-TIME EMPLOYEES

Except as modified in Article 36: Part-time Employees, all provisions of this Collective Agreement shall apply to Part-time Employees.

36.01 Amend Article 7.01 to read:

- 7.01 (a) Regular hours of work for Full-time Employees shall be 35 hours per week, Monday to Friday, exclusive of a one hour meal period each working day. Where an Employee works more than seven hours in a day, she shall be entitled to two one hour unpaid meal periods.
- (b) Regular hours of work for Part-time Employees shall be less than 35) hours per week, Monday to Friday, exclusive of a one hour meal period each working day. Where an Employee works more than seven hours in a day, she shall be entitled to two one hour unpaid meal periods. At the time of hire or transfer or change to hours of work in accordance with Article 37: Decreasing or Increasing Regular Hours, a Part-time Employee shall be given a letter of hire indicating the number of hours per week and days per week which shall constitute her regular hours of work.

36.02 Amend Article 8.01 to read:

- 8.01 (a) Overtime shall mean hours worked in excess of regular hours of work.
- (b) Article 8.01 (a) shall not apply to Part-time Employees. A Part-time Employee may volunteer to work up to 35 hours per week at regular rate of pay, provided that those hours are confined within the hours of 0800 and 2100 hours, Monday to Friday. Where the Employer requires a Part-time Employee to work in addition to her regular hours of work, the Part-time Employee shall be paid at 1.5X her regular rate of pay for the first four hours in any week and 2X her Basic Rate of Pay for all subsequent hours.

36.03 Amend Article 17.01 to read:

17.01 Employees shall be entitled to a vacation with pay as follows:

- (a) During the first three years of continuous employment, an Employee shall earn vacation credits at the rate of 11.67 working hours per month.
- (b) During the 4th to the 7th years of continuous employment, an Employee shall earn vacation credits at the rate of 14.58 hours per month.
- (c) During the 8th and subsequent years of continuous employment, an Employee shall earn vacation credits at the rate of 17.5 hours per month.

- (d) For Part-time Employees, the years of employment will be recognized for movement up the vacation increment scale. The number of working days of vacation per month are prorated against Full-time hours on the basis of the Employee's regular hours of work plus any additional hours worked at straight time.

36.04 Amend Article 18 to add:

18.06 Articles 18.01 to 18.05 shall not apply to Part-time Employees. A Part-time Employee obligated to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at 2X her Basic Rate of Pay. If the Named Holiday falls on a regular day of work, the Employee shall have the option of working an alternate day that week at Basic Rate of Pay. A Part-time Employee shall be paid in addition to her regular rate of pay a sum equal to 5.2% of all hours paid at straight time.

36.05 Amend Article 19.02 to read:

- 19.02 (a) On each anniversary date, an Employee shall have her sick leave bank replenished in accordance with the following: An Employee at commencement of each year of employment shall be entitled to illness leave at the specified rates of pay in accordance with the following:
 - (i) the 1st year of employment, the Employee sick leave bank shall be one hundred 100% of normal salary for the number of hours which is the multiple of 140 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 455 and the percentage FTE (expressed as a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.
 - (ii) the 2nd year of employment, the Employees sick leave bank shall be 100% of normal salary for the number of hours which is the multiple of 175 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 420 and the percentage FTE (expressed as a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.
 - (iii) the 3rd year of employment, the Employee sick leave bank shall be 100% of normal salary for the number of hours which is the multiple of hundred 245 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 350 and the percentage FTE (expressed as

a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.

- (iv) the 4th year of employment, the Employee sick leave bank shall be 100% of normal salary for the number of hours which is the multiple of 315 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 280 and the percentage FTE (expressed as a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.
- (v) the 5th year of employment, the Employee sick leave bank shall be 100% of normal salary for the number of hours which is the multiple of 385 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 210 and the percentage FTE (expressed as a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.
- (vi) the 6th year of employment, the Employee sick leave bank shall be 100% of normal salary for the number of hours which is the multiple of 490 and the percentage FTE (expressed as a portion of 1.0) which represents the Employee's regular hours as identified in the letter of hire under Article 36.01, and 70% of normal salary for the number of hours which is the multiple of 105 and the percentage FTE (expressed as a portion of 1.0) which represents the Employees regular hours as identified in the letter of hire under Article 36.01.

36.06 Amend Article 25 to add:

25.03 Notwithstanding the above, a Part-time Employee shall be advanced up the salary scale based on all hours paid at Basic Rate of Pay compared to Full-time hours of work.

36.07 Amend Article 27 to add:

27.03 Article 27.01 shall not apply to Part-time Employees. The transportation provisions for Part-time Employees shall be as follows:

- (a) The Employee shall be required to provide their own union built vehicle.
- (b) The Employer shall provide to the Employee a vehicle allowance of \$1000 per month. (Effective January 1, 2019, the Employer shall provide to the Employee a vehicle allowance of \$1050 per month.) For Part-time Employees the allowance shall be prorated on the basis of the Employee's regular hours of work plus any additional hours paid at

straight time on a monthly basis. The Employee shall be reimbursed for the cost of insuring and licensing the vehicle prorated on the basis of the Employee's regular hours of work. The Employer shall pay the costs of all fuel, except fuel purchased while on vacation or parental or adoption leave, or while out of province on time off in lieu of overtime. The Employee shall be responsible for all other costs of running and maintaining, the vehicle. The Employee shall be required to purchase business insurance of not less than one million dollars.

- (c) The Employer shall not be required to provide the vehicle allowance to Employees on Long-term Disability for more than eighteen months, to Employees on full layoff, or to Employees on a leave of absence of greater than thirty days.

ARTICLE 37 – DECREASING OR INCREASING REGULAR HOURS

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;

- 37.01 (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
- (i) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (ii) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.
 - (iii) 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 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (iv) A request to decrease regular hours of work shall indicate the requested number of hours per day and days per week.
 - (v) 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 Article equals or exceeds .4 FTE they shall be posted as a vacancy.
 - (vi) If the number of hours vacated as a result of this Article is less than .4 FTE, the additional shifts may be offered to Regular Part-time Employees in order of seniority, working in the Base Office, or may be posted as a vacancy.

- (vii) A Regular Full-time or Regular Part-time Employee cannot decrease her or his FTE to less than a .4 FTE pursuant to this Article, unless otherwise agreed between the Employer and the Union.
 - (viii) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) If newly funded additional regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available in the Base Office or if the number of hours vacated by an Employee as a result of this Article is less than .4 FTE such additional or residual hours may be offered to Regular Part-time Employees in order of seniority, working in the Base Office or may be posted for members of the bargaining unit only.
 - (ii) If the number of hours available or vacated equals or exceeds .4 FTE, these shall be posted in accordance with Article 14: Promotions And Transfers.
 - (iii) If there are no qualified applicants from the posting(s) in (b)(i) or (b)(ii) above, the remaining shifts shall be offered to Regular Part-time Employees working in the Base Office, in order of seniority.
 - (iv) Any unassigned hours following the completion of (b)(iii) above will not remain subject to the provisions of this Article.
 - (v) A Regular Part-time Employee may become a Regular–Full-time Employee through the operation of this Article.
 - (vi) 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.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to this Article more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of this Article shall not be considered a violation of Article 34: Severance.

- (e) Where any request pursuant to this Article has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to this Article shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of this Article shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with this Article shall not be considered a violation of Articles 14: Promotions And Transfers or 15: Layoff And Recall.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions And Transfers and 15: Layoff And Recall in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 14: Promotions And Transfers and 15: Layoff And Recall of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).

ARTICLE 38 – CASUAL EMPLOYEES

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

- Article 7: Hours of Work: except 7.02, 7.03, 7.04, and 7.09
- Article 8: Overtime – however a Casual Employee shall be paid at the applicable overtime rate for all approved hours worked in excess of 35 hours a week
- Article 12: Seniority
- Article 14: Promotions and Transfers
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay – however, a Casual Employee shall be paid, in addition to their Basic Rate of Pay, a sum equal to 8% of their regular earnings
- Article 18: Named Holidays – however, a Casual Employee shall be paid, in addition to their Basic Rate of Pay, a sum equal to 5.2% of their regular earnings
- Article 19: Sick Leave
- Article 20: Workers' Compensation

- Article 21: Employee Benefits
- Article 22: Leaves of Absence
- Article 27: Transportation – however Employees shall be reimbursed for all kilometers traveled for business purposes at the rate of 50.5¢ per kilometer or government of Alberta rates, whichever is higher.
- Article 34: Severance
- Article 35: Deferred Income/Leave of Absence
- Article 36: Part-time Employees
- Article 37: Decreasing or Increasing Regular Hours

38.02 Hours of Work

- (a) No Casual Employee shall be scheduled except with the Employee’s consent. Except where a Casual Employee is scheduled pursuant to Article 2.02 (c) (ii) or (iii), advance notice of scheduling shall not exceed seven (7) calendar days.
- (b) Where a Casual Employee is regularly scheduled under the provisions of Article 2.02(c)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.

38.06 Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers.

Signed this 6th day of July, 2018.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

David Harrigan

Ivana Niblett

Heather Smith

Jason Rockwell

Lee Coughlin

Mark Cowan

Jeannine Arbour

Tanice Olson

LETTER OF UNDERSTANDING
BETWEEN
UNITED NURSES OF ALBERTA
AND
UNITED STEELWORKERS LOCAL #1-207
Employees On Long-Term Disability

For clarity of the application of the Collective Agreement, the parties agree that no Employee under the age of 65 shall be terminated due to being in receipt of Long-Term Disability Insurance (LTDI). While on LTDI, an Employee will not be paid salary or RRSP by the Employer. The Employer will continue to pay for all health care benefits specified in Article 21.01 but not the RRSP contribution in Article 21.06, nor the reimbursement in Article 21.09. An Employee on LTDI shall continue to accrue vacation for the first twenty-four (24) months on LTDI. The provisions of Article 27 shall have no application to Employees after eighteen (18) months on LTDI.

Signed this 6th day of July, 2018.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

David Harrigan

Ivana Niblett

Heather Smith

Jason Rockwell

Lee Coughlin

Mark Cowan

Jeannine Arbour

Tanice Olson