

MEMORANDUM OF SETTLEMENT

Between

UNITED NURSES OF ALBERTA

And

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

**On behalf of Union Locals and Employers party to the Multi-
Employer/UNA
(Facility and Community) Collective Agreements**

RE: ARTICLE 29.05 – REGISTERED RETIRED SAVINGS PLAN (RRSP)

WHEREAS Locals of the United Nurses of Alberta (UNA) have filed the grievances listed in Appendix A (attached) regarding the application and interpretation of Article 29.05 of the Multi-Employer/UNA (Facility and Community) Collective Agreements;

AND WHEREAS it is the desire of the Parties to settle these grievances in accordance with discussions of the Multi-Employer/UNA Joint Committee;

NOW THEREFORE, without precedent and without prejudice and without any admission of wrongdoing or error, the parties propose to settle the grievances identified in Appendix A as being resolved by this memorandum of Settlement based upon the following terms:

1. Terms

Unless otherwise specified in this Memorandum of Settlement, terms defined in the Multi-Employer (Facility and Community) Collective Agreements shall have the same meaning.

2. Retroactivity/Lump Sum Contributions

- (a) Employees enrolling in the RRSP program for the first time (Initial Enrolment) will be eligible for retroactive application of Article 29.05 from January 1, 2002, until the expiry of the current Collective Agreements on March 31, 2003 or the date of ratification of the next Collective Agreements, whichever is later. Employers will match an Employee's lump sum payment of up to two percent (2%) of regular earnings calculated from January 1, 2002, through to the time of Initial Enrolment at which time ongoing contributions via payroll deductions shall commence.
- (b) This retroactive application applies at time of Initial Enrolment only and does not apply to Employees who opt in and out of the RRSP (either by choice or due to changes in eligibility) or to Employees who change the level of RRSP contributions following Initial Enrolment.
- (c) Casual Employees who have a change in status to Regular Full-time or Regular Part-time shall not be able to apply earnings from ineligible casual hours as regular earnings for the purpose of retroactive contributions.
- (d) If the language Article 29.05 of the Multi-Employer (Facility and Community) Collective Agreements remains unchanged in subsequent Collective Agreements, the Parties agree that contributions shall be made only from the date of the Employee's Initial Enrolment through ongoing payroll deductions, with no ability to make lump sum contributions based on regular earnings prior to the Employee's Initial Enrolment.

3. Inclusion of Named Holiday Pay in "Regular Earnings"

- (a) For purposes of determining eligible RRSP contributions in accordance with Article 29.05 of the Multi-Employer (Facility and Community) Collective Agreements, the Parties agree that the percentage paid in lieu of Named Holidays to Regular Part-time Employees in accordance with Article 30.01(e) of the Collective Agreements shall be included as regular earnings.
- (b) The application of clause 3(a) above shall be effective June 1, 2002.

4. Implementation

- (a) **Approval of Principals** – In accordance with the Letter of Understanding Re: Joint Committee in the Multi-Employer/UNA (Facility and Community) Collective Agreements, this Memorandum of Settlement requires the approval of Union Locals and Employers (the Principals) prior to becoming effective.
- (b) **Effective Date** – Subject to the approval of the Principals, the terms of this Memorandum of Settlement shall become effective on the date that the Parties exchange notification of the approval of the above terms and conditions by their respective Principals.
- (c) **Resolution of Grievances** – If, under clause 4(a), a UNA Local, and Grievor, if applicable, and an Employer have approved this Memorandum of Settlement then the Grievance(s) shall be resolved by such approvals; and
 - (i) UNA, and the Grievor(s) of any Appendix A Grievance (Grievor), if applicable, release the Employer from all claims (except in respect of a breach of the terms of this Memorandum of Settlement) in any way connected with the circumstances giving rise to the Grievance(s); and
 - (ii) UNA, and the Grievor if applicable, shall withdraw the Grievance(s) identified in Appendix A.

Dated at Edmonton, Alberta, this _____ day of May, 2002.

On Behalf of Employers:

On Behalf of the United Nurses of Alberta:

Original Signed

Original Signed
