

COLLECTIVE AGREEMENT

BETWEEN

PIIKANI NATION

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #416**

FOR THE PERIOD

DATE OF RATIFICATION - MARCH 31, 2016

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COLLECTIVE AGREEMENT MADE THIS ____ DAY OF _____, 2012.

BETWEEN

**PIIKANI NATION
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**UNITED NURSES OF ALBERTA, LOCAL #416
(HEREINAFTER REFERRED TO AS THE “UNION”)**

PREAMBLE

The parties recognize that the Employer and the Piikani Nation has the legal responsibility for the provision of adequate, effective, professional and culturally responsive nursing services within Piikani Nation 147 consistent with the needs of the Piikani Nation, between the Piikani Nation, Her Majesty the Queen in Right of Canada, and Her Majesty the Queen in Right of Alberta.

The parties recognize that the Piikani Nation and its members hold certain Treaty and Aboriginal rights, including the right of self-government as an existing Aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*.

Nothing in this Collective Agreement shall be construed so as to abrogate or derogate from the application of section 35 of the *Constitution Act, 1982*, to any existing Treaty or Aboriginal rights of the Piikani Nation and its members, and nothing in this Collective Agreement shall affect the ability of the Piikani Nation and its members to enjoy or exercise any existing or future constitutional rights of Aboriginal peoples of Canada, or to benefit from any other arrangements or agreements that may be applicable.

The Union and the Employer agree that it is in both interests to support the delivery of effective, efficient and culturally sensitive nursing programs and services to the members of the Piikani Nation through the development of nursing programs and services which are holistically based on First Nations laws, culture, customs, values, traditions and standards.

The Employer and the Union agree that they will strive to work together in a spirit of partnership with all nations, honouring each one’s uniqueness and the Creator’s gifts with dignity and respect. Both parties intend to maintain harmonious relationships among the Nursing Service, the Union and members of the Union and to cooperate in an endeavour to promote the well-being of the community served. The Employer, in so doing, is guided by the principles of Piikanisiini.

It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes respect and dignity in the workplace. The parties further intend to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date of ratification of the principals of both parties of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2016, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.
- 1.04 For the term of this Collective Agreement, the Employer and the Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, c. L-1 and Regulations*, dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer but does not include persons retained under a contract for service. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual, temporary or term, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled day 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 and Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.

- (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 27.03(a)(i); or
 - (ii) is regularly scheduled for a period of five months or less for a specific job; or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are five months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than five months but less than 12 months; or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of five months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of five months.
- 2.04 “Employer” shall mean and include Piikani Nation and such persons assigned to Piikani Nation as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.05 “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.
- 2.06 “Registered Nurse” means a person who has been issued a Certificate of registration as a Registered Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.07 “Shift” means a daily tour of duty of not less than three consecutive hours, exclusive of overtime hours.
- 2.08 (a) “Union” shall mean the United Nurses of Alberta.
- (b) “Local” shall mean the local branch of the Union.
- 2.09 The singular shall mean the plural and vice versa as applicable.
- 2.10 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.

- 2.11 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself.
- 2.12 “Service” means a program.
- 2.13 “Piikani Nation” means all Departments & Entities owned and operated by Piikani Nation within the territorial boundaries defined in Piikanisiini that serve the Piikani Nation members at large.
- 2.14 “Chief and Council” shall mean the elected officials of the Piikani Nation Government who represent and serve the Nation members at large.
- 2.16 “FTE” means full-time equivalent.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate 88-2011 of the Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

- (e) ensure that operations and service delivery observe and respect Piikani Nation rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01
- (a) The Employer shall deduct the monthly membership dues set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, by the 15th day of the next month.
 - (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated.
 - (c) The Employer shall provide to the Union on a monthly basis, either as part of the report in (b) or separately, listings of Employees specifying the following:
 - (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual and Term);
 - (iv) Regular Hours of Work;
 - (v) Date of Hire;
 - (vi) Address;
 - (vii) Basic Rate of Pay.
 - (d) Where the Employer maintains the information electronically, the lists referred to in (b) and (c), (individually or combined) shall be provided where possible in electronic format. The parties will meet to try to agree upon suitable electronic formats.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related

- to the Union's and Local's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Local shall have the right to make a presentation of up to 15 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Local President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Local President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) All such leave shall be without pay.
- 5.07 Upon reasonable notification, the Employer shall permit access to the work premises of an accredited representative of the Union. Access to workplace is dependent upon the Union representatives first obtaining, from the Band, the required permit to conduct business there. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 6: DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

Notwithstanding the above, the parties accept that the Employer is entitled by way of bona fide occupational requirement or appropriate affirmative action policies, to give preference to members of the Piikani Nation in employment.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for Full-Time Employees, exclusive of meal periods are Monday to Friday:
 - (i) 7.5 consecutive hours per day; and
 - (ii) 37.5 hours per week averaged over one complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall:
 - (i) include, as scheduled by the Employer, two rest periods of 15 minutes during each full working shift of 7.5 hours; or
 - (ii) include, as scheduled by the Employer, one rest period of 15 minutes during each half shift of a full shift; and
 - (iii) exclude, a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four hours.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their shift or, where that is not possible, be paid for missed meal or rest periods, 1.5 times their basic rate of pay.

7.02 Except in cases of emergency or by mutual agreement between the Employee and the Employer Shift Schedules shall provide for:

- (i) At least ten (10) hours off duty between shifts;
- (ii) At least two consecutive days of rest;

- (iii) Not more than six consecutive scheduled days of work.

7.03 **Reporting Pay**

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four hours pay at the Employee's applicable rate of pay,
- (b) and fewer than four hours remain in the scheduled shift, the Employee shall be paid for the remaining hours of the scheduled shift at the Employee's applicable rate of pay. This does not apply in situations where the start time of the scheduled shift has been changed.

ARTICLE 8: OVERTIME

- 8.01
 - (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.5 hours per day or on scheduled days of rest.
 - (b) The Employer shall designate a Exempt Manager who may authorize overtime.
 - (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate but must be taken before March 31 of the fiscal year (April - March 31). Overtime will not be paid out.
 - (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 1.5X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04
 - (a) The Employer shall endeavour to minimize the use of mandatory overtime.
 - (b) The Employer may request an Employee to work a reasonable amount of overtime.
 - (c) An emergency is a circumstance that calls for immediate action.
 - (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a day shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal at no cost to a maximum of \$10.00.

ARTICLE 9: TRANSPORTATION

In the event that an Employee is required to use their private vehicles for the Employer's business they will be paid at the rate outlined in the Employer's policy on Transportation.

ARTICLE 10: PROBATIONARY PERIOD AND ORIENTATION

- 10.01 (a) A new Employee shall serve a probationary period of 697 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 10.02 Subject to Article 10.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 10.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first five (5) Shifts of client care shall be under guidance or supervision. Orientation to the program shall be provided prior to the conclusion of the aforementioned five Shifts. The broader orientation to the organization may be provided beyond the aforementioned five Shifts as determined by the Employer.
- 10.04 An Employee, absent for six months or more, shall be provided with appropriate reorientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 11: SENIORITY

- 11.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit of the Piikani Nation commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:

- (i) service as a bargaining unit Employee in direct nursing care or community health nursing;

provided there was no break in the Employee's service for longer than six months.

- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01(a).

11.02 Seniority shall be considered in determining:

- (a)
 - (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions; and
 - (ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions.
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 13: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 14: Layoff and Recall; and
- (d) approval of vacation times.

11.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:

- (a) when an Employee resigns;
- (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or
- (c) if, subject to the provisions of Article 14: Layoff and Recall, an Employee does not return to work on recall.

11.04 **Seniority Lists**

- (a) *Provision of Seniority Lists*

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

- (i) within three months of date of signing of this Collective Agreement; and
- (ii) every six months thereafter; and

(iii) when Employees have been served a notice pursuant to the provisions of Article 14: Layoff and Recall.

(b) *Contents of Seniority Lists*

The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order, along with each Employee's FTE and classification.

(c) *Correction of Seniority Lists*

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

- (i) application of Article 11.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a Casual Employee.

(d) Where an Employee claims previous service under Article 11.01(b)(ii); the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

11.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from an excluded position and when employment in the excluded position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.

ARTICLE 12: EVALUATIONS AND PERSONNEL FILE

12.01 (a) Each Employee shall receive a yearly evaluation.

(b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.

12.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

(b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee

shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

- 12.03 (a) By appointment made at least two working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 12.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 12.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 13: PROMOTIONS, TRANSFERS & VACANCIES

- 13.01 (a) The parties adhere to preference being given to Piikani Nation members. The Employer shall post notices of vacancies in each site in the bargaining unit, Piikani Nation website, on the websites of affiliated organizations and will be distributed to other First Nations in Southern Alberta not less than ten working days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
- (i) a general description of the work;
 - (ii) program;
 - (iii) hours of work; and

- (iv) the commencement date for the position.

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

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

- 13.02 (a) A vacancy resulting from either:

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

shall be posted in accordance with Article 13.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 13.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 13.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 13.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 27.03(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 13.01(a).
 - (ii) For temporary positions unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

13.03 Applications pursuant to Article 13.01(a) and Article 13.02 shall be made to the Employer in writing.

13.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and understanding of Piikani Nation culture, traditions, language and other relevant attributes, and where these factors are considered by the Employer to be equal, seniority will be the deciding factor.

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience, and understanding of Piikani Nation culture, traditions, language and other relevant attributes, and where these factors are considered by the Employer to be equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

13.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight calendar days. All other applicants for the transfer, promotion and/or vacancy and the Local shall be informed in writing of the name of the successful applicant within five working days of the appointment.

13.06 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.

(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

(c) Should either:

(i) the Employer determine that the Employee fails to succeed during the trial period, or

(ii) the Employee request reinstatement to their former position.

the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a program suitable to the Employee if possible. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.

(d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 13.01 to 13.05 inclusive.

- (e) A reinstatement or placement of an Employee in accordance with Article 13.06(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee's first three Shifts of client care on a new program shall be under guidance or supervision.

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

13.08 At time of hire or transfer, or change of hours in accordance with Article 11.02(a)(ii) or change of category in accordance with Article 27.02 or 27.03, all Employees' shall receive a letter which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) date of hire and transfer (if applicable); and
- (d) increment level.

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

13.09 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Local shall be notified whenever this clause is applied.

13.10 Each Employee shall have only one employment relationship within the bargaining unit with the Employer.

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

13.12 Employees in any regular position may indicate a willingness to work additional shifts in any program and Shifts worked will be as a part of their one employment relationship.

ARTICLE 14: LAYOFF AND RECALL

14.01 (a) For the purposes of Article 14: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

14.02 **Notice**

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

14.03 **Order of Layoff**

- (a) Subject to the provisions of Article 14.03(b) and 14.04(a)(iii), layoff shall occur in reverse order of seniority
- (b) Notwithstanding the provisions of Article 14.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 14.03(a) would result in retaining Employees who do not have the ability to perform the work.

14.04 **Displacement**

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

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Local of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 17: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 14.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 14.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 14.03 by serving notice pursuant to Article 14.02.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
 - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 14.03 by serving notice pursuant to Article 14.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

14.05 **Recalls**

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

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

14.07 An Employee on layoff shall have the right to accept recall to another UNA certified bargaining unit or Employer covered by the Multi-Employer/United Nurses of Alberta Collective Agreement located within the same geographical health region where the Employee's site is located. This shall apply when the receiving Employer is unable to fill the position through the operation of Articles 14.05 or 14.10. The Employee shall have the right to decline recall to a position with another Employer without adversely affecting the Employee's recall status with her or his current Employer.

14.08 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 19.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three months premium.

- (b) Employees laid off for more than three months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 19.01.

14.09 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 13: Promotions, Transfers & Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 14.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 14.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 14.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

- 14.10 (a) Prior to recalling laid-off Employees pursuant to Article 14.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five calendar days of posting. Employment competitions posted pursuant to Article 14.10(a) shall be limited to Regular Employees.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 14.05. If unable to temporarily fill the vacancy in accordance with Article 14.05, the Employer may temporarily fill the vacancy in accordance with Article 13.01(b).
- (c) A notice of vacancy shall indicate the position is posted pursuant to Article 14.10.
- (d) Applications pursuant to Article 14.10(a) shall be made to the Employer in writing.
- (e) In making promotions and transfers pursuant to Article 14.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the

work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 13: Promotions, Transfers and Vacancies.

- (f) Where there is:
 - (i) a vacancy resulting from an appointment under Article 14.10(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 14.10(a),

recalls shall be carried out in accordance with Article 14.05.

- (g) The name of the Employee appointed pursuant to Article 15.10(e) shall be posted for not less than eight calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five working days of the appointment.

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

ARTICLE 15: RESPONSIBILITY ALLOWANCE

15.01 Responsibility Allowance

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

15.02 Temporary Assignment

Notwithstanding Article 2.03(b)(iii), regular or temporary Employees may be assigned to relieve others for additional duties.

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Responsibility Allowance as per Article 15.01, such Employee shall receive an amount not greater than the amount provided in Article 15.01.

- (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour for each shift the Employee is assigned the greater responsibility.

ARTICLE 16: VACATIONS WITH PAY

16.01 Definitions

For the purpose of this Article:

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

16.02 Vacation Entitlement

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

- (a) *Registered Nurse*
 - (i) during the 1st to 5th year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the 6th to 10th years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year.

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

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

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

16.03 **Time of Vacation**

- (a) All vacation earned during one vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each program, who can be granted vacation at the same time. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the program shall be the deciding factor.
- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 16.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward 5 days of vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 16.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
- (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and

- (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 16.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.
- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 16.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four weeks.
- (g) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions.

16.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
 - (i) the unused period of vacation entitlement up to March in each calendar year at the Employee's basic rate, together with
 - (ii) 6% in the case of an Employee entitled to 15 working days vacation per annum; 8% in the case of an Employee entitled to 20 working days vacation per annum; or 10% in the case of an Employee entitled to 25 working days vacation per annum; of the Employee's regular earnings from the 1st day of April in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 21.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

- 16.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 16.02 for:
- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 18.03;
 - (b) periods during which the Employee is in receipt of Short-Term Disability benefits;
 - (c) the first six months of any period during which the Employee is in receipt of Long-Term Disability benefits.

ARTICLE 17: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

The Government of Canada

- 17.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work her or his scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
 - (b) work on the holiday when scheduled or required to do so.
- 17.03 (a) Except as specified in Article 17.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time.
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2% the Employee's Basic Rate of Pay:
- (i) an alternate day off at a mutually agreed time.

- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 17.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled.

17.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 17.03 above.

17.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 17.03.

ARTICLE 18: SICK LEAVE

18.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident.

- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.

18.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of:

Completed Years of Service	Maximum Sick Leave Entitlement
6 months	5 days
1 Year	10 Days
2 years	15 Days
3+ Years	20 Days

18.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

18.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

18.05 Sick leave does not carry over from one work year to the next.

18.06 Sick leave shall be granted:

- (a) if an Employee becomes ill during her or his vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or
- (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding Article 18.06(c), 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 shall be rescheduled to a mutually agreeable time.

18.07 An Employee who has been receiving Long-term Disability (LTD) benefits and who is able to return to work and who is:

capable of performing the duties of her or his former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

18.08 Upon request of an Employee, the Employer shall advise an Employee of her or his accrued sick leave credits.

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

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

18.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles

7: Hours of Work and Scheduling Provisions and 13: Promotions, Transfers & Vacancies.

ARTICLE 19: PREPAID HEALTH BENEFITS

19.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees, upon completion of three months continuous employment:

The CINUP Supplementary Benefits Plan

19.02 Where the benefits specified in Article 19.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

19.03 The premium costs shall be shared 50% by the Employer and 50% by the Employee.

19.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.

19.05 The Employer shall:

- (a) provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 19.01.

19.06 Such coverage shall be provided to regular Employees except for:

- (a) Part-time Employees, whose regularly scheduled hours of work are fewer than 25 hours per week averaged over one complete Cycle of the Shift Schedule.

ARTICLE 20: LEAVES OF ABSENCE

20.01 **General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 20.01(c), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 19: Prepaid Health Benefits, that

Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.

- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one month. The Employee's increment date shall also be adjusted by the same amount of time.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (g) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

20.02 **General Leave**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

20.03 **Bereavement Leave**

- (a) Upon request, an Employee shall be granted up to five (5) days, without loss of pay, in the event of the death of a member of the Employee's immediate family (spouse/Partner, Parents, Step Parents, Foster Parent, Children, Step Children, Foster Children), and the Employee's extended family (Aunt, Uncle, nephew, niece, Grandparent, Grandchild, In-laws), Custom adoption family members (Custom Adoption according to Piikani Nation customs, as listed in obituary).

- (b) Bereavement leave may be extended by up to two days as may be necessitated by reason of travel over 350 kilometers return.

20.04 **Maternity Leave**

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) An Employee on such leave shall provide the Employer with at least two weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

20.05 **Adoption/Paternity Leave**

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

20.06 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

20.07 **Court Appearance**

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

20.08 **Special Leave**

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to up to four special leave days without loss of pay.
 - (i) *Family Leave*

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as

defined in Article 20.03. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as Shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need. Employers will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

(ii) *Pressing Necessity Leave*

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

(b) **Terminal Care Leave**

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

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 20.08(a) and (b) when circumstances make it reasonable to do so.

(d) *Cultural and Spiritual Days*

The Parties acknowledge the importance of leave for traditional, cultural and spiritual purposes and will endeavour to provide flexible schedules to accommodate the Employee's time off requests.

(i) A Full-time Employee who is scheduled to work on the following Cultural Days shall be eligible to receive a day off with pay to participate in the following recognized Piikani Nation cultural days:

National Aboriginal Day, June 21
Treaty Seven Day, September 22

(ii) *Spiritual Days*

May be granted at the discretion of the Department Manager up to a maximum of four (4) days per year, the leave will be considered an excused, unpaid leave of absence.

20.09 **Military Leave**

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

20.10 **Leave for Public Affairs**

(a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the Regular Employee may be a candidate in federal, provincial elections.

(b) Regular Employees who are elected to Federal or Provincial public office shall be allowed leave of absence without pay for a period of time not to exceed four years.

(c) *Piikani Nation Elections*

(i) If an Employee is nominated for Chief and Council they shall be suspended from their Employment duties until the election results are recorded.

(ii) If an Employee is elected to the office of Chief and Council, they must resign their position with the Nation immediately after the election appeal period has passed.

ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

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

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

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

- 21.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Local forthwith and in any event not later than five days of the action being taken. The action of suspension or dismissal shall be within ten days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 21.04 An Employee who has been subject to disciplinary action may, after one year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two year of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 21.05 The procedures stated in Articles 21.01, 21.02, and 21.03 do not prevent immediate suspension or dismissal for just cause.
- 21.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 21.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 21.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

21.10 Twenty-eight calendar days notice in writing, shall be given by an Employee who resigns.

ARTICLE 22: STRIKE OR LOCKOUT

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

ARTICLE 23: SALARIES

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

- 23.02 (a) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder:
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid at the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
 - (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the Health Professional Act, and Regulations, and who subsequently qualifies to have her or his name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.
- (b) Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (i) in the case of a full-time Employee, one year service until the maximum step is reached;
 - (ii) in the case of a part-time or casual Employee, on the completion of one thousand nine hundred sixty-eight point seven five (1968.75) hours worked, leave of absence for Union business, other leaves of absence not exceeding one month, periods of sick leave with pay, all

vacation hours taken or paid in lieu thereof, to the maximum increment granted full-time Employees.

- 23.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.
- 23.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.
- 23.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 23.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 24: EDUCATIONAL ALLOWANCES

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

Course/Certificate

Clinical Course (including mid-wife course)	\$.50
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50

- (b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set forth above, such allowances shall be maintained until March 31,

2016 at which time the education allowances outlined in Article 24.01(a) shall come into effect.

- (c) An educational allowance for Baccalaureate Degree pursuant to Article 24.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
 - (i) A Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB) or International Qualifications Assessment (IQAS); or
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

24.02 The allowances for a clinical course is payable only when the course is applicable to the position held by the Employee.

24.03 The allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.

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

ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE

25.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

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

25.02 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 26: PENSION PLAN

26.01 All regular full-time and part-time Employees (who work over 25 hours per week), upon completion of the probationary period, shall enroll in the Piikani Nation Pension Plan, the terms and conditions of which are as follows:

(a) *Type of Plan*

The Plan will be a defined contribution pension plan. Participation in the Plan shall be mandatory.

(b) *Contributions*

Members contributions - Each member in the Pension Plan will be required to make contributions based on the following:

3% of regular earnings Employee directed.

Employer contributions - The Employer will be required to match contributions made by each member.

Investment

All contributions will be invested in a guaranteed current interest account. The parties shall meet and discuss investments choices.

Vesting

Vesting will be done in accordance with federal regulations.

Administrative Costs

All costs of administration will be borne by the Pension Plan.

ARTICLE 27: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

27.01 Part-time Employees

Except as modified in Article 27.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

(a) *Hours of Work*

Amend Article 7.01(a) to read:

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.5 hours per day and in any event, shall be less than 37.5 hours per week averaged over one complete Cycle of the Shift Schedule.

- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 27.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as 'the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.5 hours in a day and at 1.5X the applicable basic hourly rate for those hours worked in excess of 7.5 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 1.5X the applicable basic hourly rate for work performed.

(b) Shift Schedules

- (i) Amend Article 7.02 to read:

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

- (i) at least 10.0 hours off duty between Shifts;
- (ii) an average of at least two consecutive days per week;
- (iii) not more than six consecutive scheduled days of work.
- (iv) Violation of any provision of Article 27.01(b) shall result in payment to each affected Employee at 1.5X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of 1968.50 regular hours of work and thereafter a further increment upon the completion of each period of 1807.50 regular

hours actually worked to the maximum increment granted Full-time Employees.

- (ii) For Part-time Employees, leave of absence for Union or Local business, other leaves of absence not exceeding one month, periods of sick leave with pay shall be considered as hours worked for the purpose of calculating increments in accordance with Article 27.01(c)(i).
 - (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 27.01(c)(i).
- (d) Vacations with Pay
- (i) Amend Article 16.02 to read:
 - 16.02 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:
 - (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
 - (ii) hours worked and paid in accordance with Article 7.04;
 - (iii) hours worked on a Named Holiday to a maximum of 7.5 hours;
 - (iv) regularly scheduled hours during periods where the Employee is in receipt of Short-Term Disability benefits;
 - (v) regularly scheduled hours during the first six months of any period where the Employee is receiving Long-Term Disability benefits; and
 - (vi) regularly scheduled hours during the first 24 months of any period where the Employee is in receipt of Workers' Compensation benefits.
 - (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

(i) *Registered Nurse*

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

Hours specified in Article 27.01(d)(i): (16.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) 6% during the 1st to 5th employment year;
- (b) 8% during each of the 6th – 10th employment years;
- (c) 10% during the 11th and subsequent years.

(c) Employee with Less than a Year of Service

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

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

(ii) Amend Article 16.04(a) to read:

- 16.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to 27.01(d) will be paid in compliance with Article 16.04(c).

(e) *Named Holidays*

Amend Article 17 to read:

17.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays.

17.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.5 hours.

(f) *Sick Leave*

Amend Article 18.02 to read:

18.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 6.25 hours per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

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

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

27.02 Temporary Employees

(a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 14: Layoff and Recall.

(b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 13.10 shall also specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 13.02, if so eligible, or termination of employment pursuant to Article 27.02(b).

27.03 Casual Employees

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

Article 7: Hours of Work and Scheduling Provisions – 7.01(a), 7.02, 7.03, 7.04

Article 11: Seniority

Article 14: Layoff and Recall

Article 16: Vacations with Pay

Article 17: Named Holidays

Article 18: Sick Leave, except Article 18.10

Article 19: Prepaid Health Benefits, and

Article 20: Leaves of Absence.

(a) *Hours of Work*

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three months or less, advance notice of scheduling shall not exceed seven calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 13.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 210 hours averaged over a four week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 1968.5 regular hours of work and thereafter a further increment upon the completion of each period of 1807.5 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 16 to read:

- 16.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) 6% of their regular earnings during the 1st - 5th employment year;
 - (ii) 8% of their regular earnings during the 6th - 10th employment years;
 - (iii) 8.8% of their regular earnings during the 11th - 15th employment years;
 - (iii) 10% of their regular earnings during the 16th and over employment years;
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 17 to read:

17.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays.

17.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1.5X the Employee's Basic Rate of Pay for work performed up to 7.5 hours.

- (e) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 28: COPIES OF COLLECTIVE AGREEMENT

28.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

28.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 29A: DISPUTE RESOLUTION PROCESS – GRIEVANCE & ARBITRATION

29.01A Purpose

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

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

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

29.02A Communication

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

29.03A Definition of Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days

exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 17: Named Holidays.

- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

29.04A Meetings

- (a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee. Travel compensation shall also be provided in accordance with Article 9: Transportation.

29.05A Disputes Affecting More Than One Employee

If a dispute directly affects two or more Employees, it may be initiated under Article 29.08A.

29.06A Disputes Relating to Written Warning, Suspension or Termination

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 29.08A.

29.07A Initial Problem-Solving Stage

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

29.08A Formal Dispute Resolution-Grievance Filing

- (a) The grievance shall specify the details of the dispute, the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven days of the meeting.
- (d)
 - (i) If a resolution is achieved at or following the Article 29.08A(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
 - (ii) If a resolution is not achieved at or following the Article 29.08A(c) resolution meeting, the grievance may be advanced to Arbitration within seven days of the receipt of the decision.

29.09A Mediation

- (a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Local and the Employer.
 - (i) The mediator shall, within ten calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including nonbinding recommendations.

- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

29.10A Joint Dispute Resolution Advisory Committee (DRAC)

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

29.11A Arbitration

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party and DRAC in writing.
- (b) Within ten days after receipt of notification provided for in Article 29.11A(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within ten days after receipt of notification provided for in Article 29.11A(b) above, select one of the following arbitrators to hear the Arbitration:

Mr. Greg Francis	Mr. Tom Jolliffe
Mr. Tom Hodges	Mr. David Philip Jones
Mr. Gerald A. Lucas	Mr. Norman J. Pollack
Mr. Andrew C. L. Sims	Mr. David G. Tettensor
Mr. Les Wallace	

The selection shall be random.

Note: The parties may mutually agree to amend the above list.

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

ARTICLE 29B: COMPENSATION OVERPAYMENT

- 29.01B A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 29.02B Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount

- of the overpayment and provide an explanation of how the amount was calculated.
- (b) If the amount involved is less than \$200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.
 - (c) If the amount involved exceeds \$200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Appendix A, with a copy to the Local and the Employee.
 - (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
 - (e) The Employer may recover overpayments by deductions from an Employees' earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed \$25 per \$200 of Gross Earnings;
 - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.
 - (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;
 - (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
 - (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
 - (i) resolve the matter based on written submission alone;

- (ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two parties to the dispute.

- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
 - (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.
- 29.03B The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ATTACHMENT A

Overpayment Recovery Notice

You must reply to this notice as soon as possible and in any event within 25 days – See Article 29B of the Collective Agreement

Name:	
Employee Number:	Date:

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

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

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

Collect the entire amount from my next cheque.

Collect \$_____ dollars over the next _____ pay periods.

Attached is a personal cheque for the entire amount.

Attached are __ post-dated cheques for \$_____ each to address the amount in full.

Please collect the amount of recovery required from one or more of the following:

- Overtime Bank
- Statutory Holiday Bank
- Vacation Bank

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

Repayment/Preference Agreed:

Employer Signature

Date

Employee Signature

Date

Please direct replies to:

Notes of Oral Discussion with Employee:

Date: _____

cc: UNA

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

- 30.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 30.02 (a) There shall be an Occupational Health and Safety Committee, which shall be comprised of representatives of all departments with the Employer and will have one representative from this bargaining unit. This Committee shall meet at least quarterly, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's basic rate of pay for attendance at Committee meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer and the Committee, prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety, including the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Committee may request and shall have the right to present its concern(s) and recommendation(s) to the Chief Executive Officer (CEO). The CEO shall reply in writing to the committee within fourteen (14) calendar days of the presentation by the committee.
- 30.03 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 30.04 The Employer shall maintain and follow Piikani Tribe Personnel Policies and Procedures on harassment, discrimination and abuse which applies to all Employees of the Piikani Nation. In addition:

- (a) The Employer shall have in place a respectful workplace policy which shall be reviewed annually, and receive recommendations as deemed appropriate, by the Occupational Health & Safety Committee.
- (b) The OH&S Committee shall develop a policy supporting a safe and respectful workplace where abuse will not be tolerated. This policy will be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

30.05 If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.

ARTICLE 31: PROFESSIONAL DEVELOPMENT

31.01 The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “professional development” includes orientation, acquisition and maintenance of essential skills and other programs which may be offered or approved by the Employer.

31.02 In-Services

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an inservice session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) Cardio-Pulmonary Resuscitation;
 - (ii) Fire (hands on experience with equipment except where not required by the Employer’s established written fire procedures);
 - (iii) Evacuation and disaster procedures;
 - (iv) Proper lifting and prevention of back injuries;
 - (v) FNIHB Annual training;
 - (vi) Inoculist Certification;

- (vii) WHMIS; and
 - (viii) TDG.
- (b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

31.03 Professional Development Days

- (a) Upon providing the Employer with satisfactory confirmation that the Employee has attended professional development, the Employee shall be granted at least three (3) professional development days annually paid at the Employee's basic hourly rate of pay.
- (b) The Employer's approval of professional development days shall be subject to the Employer meeting operational requirements.
- (c) 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.
- (d) Professional development days not used in one fiscal year shall not be carried forward into the subsequent fiscal years.
- (e) Applications for paid professional development days shall be made in writing to the Employer as early as possible. The Employer shall respond to such applications in a timely manner and in any event, within fourteen (14) calendar days of receipt of the request from the Employer.

31.04 Nursing Journals

The Employee shall make available three current nursing journals.

31.05 Travel

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

- 31.06** (a) The Employer will reimburse Employees (who at the beginning of registration year have active registration in their Professional College)

For Registration Year 2012 - \$560.00 for their dues
For Registration Year 2013 - \$400.00 for their dues
For Registration Year 2014 - \$300.00 for their dues
For Registration Year 2015 - \$200.00 for their dues
For Registration Year 2016 - As per UNA provincial agreement

if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.

- (b) Regular hours actually worked in clause (a) includes:
 - (i) Leaves of Absence for Union or Local business;
 - (ii) Other leaves of absence of one month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Educational leave up to 24 months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next Registration year, have active registration with either:
 - (i) the CARNA; or
 - (ii) Any alternative Professional College acceptable to the Employer.

ARTICLE 32: PROFESSIONAL RESPONSIBILITY

- 32.01
- (a) A Professional Responsibility Committee (Committee) shall be established with one Employee elected by the Local, one representative of the Employer and an Alternate representative may be designated each for the parties hereto.
 - (b) The objectives of such Committee are to:
 - (i) improve the working environment through an exchange of knowledge and information;
 - (ii) provide a method by which to resolve matters of mutual concern; and
 - (iii) examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care.
 - (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
 - (d) Where an issue is specific to one program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
 - (e) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or his or her designate(s), shall take place within 21

calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven calendar days of the resolution meeting.

- (f) Should the issue remain unresolved following the CEO's written response, the issue may be forwarded to the Health Committee.

32.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.

ARTICLE 33: TECHNOLOGICAL CHANGE

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

ARTICLE 34: JOB DESCRIPTION

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

ARTICLE 35: COMMITTEE PARTICIPATION

35.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's applicable rate of pay for attendance at such meetings.

ARTICLE 36: SUBSISTENCE

36.01 Employees shall receive reimbursement as per the Piikani Nation Policy - Travel Expenses, while on business authorized by the Employer.

**LETTER OF UNDERSTANDING #1
RE: COMPENSATION EQUITY**

Effective date of ratification of this first collective agreement the Employer will implement a salary schedule to phase in salaries which will allow for at March 31, 2013 a matching of the UNA Provincial Collective Agreement. The exception to the implementation noted above is Jason Zoratti and Abigail No Chief. Jason Zoratti and Abigail No Chief will be placed on the AHS UNA Agreement as listed on March 1, 2013 effective date of ratification.

After April 1, 2013 the parties agree that if Alberta Health Services concludes collective agreements with UNA that contain wage increases for comparable classifications specified in this Collective Agreement, such increased wages shall be paid to the appropriate classifications covered by this Collective Agreement. Such payments shall be effective the date that they become effective in the Alberta Health Services Collective Agreement(s) or the date of ratification of this Collective Agreement, whichever is later.

Any Employee whose salaries are higher than the UNA Provincial Collective Agreement shall be red-circled until the UNA Provincial rates exceed the rates in this agreement. On March 1, 2016 should any Employee still be higher than the UNA Provincial Rates, shall move the rate under the UNA Collective Agreement.

Any new Employees hired after date of ratification, shall have their salaries established as per the Salary Grid including Article 25: Recognition of Previous Experience.

This letter of understanding will not impose any monetary increases except in the Salary Appendix, excluding LSPA rates, that may be negotiated by Alberta Health Services and the UNA.

This Letter of Understanding is in force and effect until March 1, 2016.

LETTER OF UNDERSTANDING #2
RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
 - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks pay.
 - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 14: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 14: Layoff and Recall of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 14: Layoff and Recall of this Collective Agreement.
7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of

clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2016, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #3
RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION

The Parties agree as follows:

1. Implementation of Article 13: Promotions, Transfer & Vacancies

- (a) The Employee shall, within sixty (60) calendar days of ratification of the Collective Agreement, provide the Employer with documentation of previous experience to be incorporated in a letter of hire. Within thirty (30) calendar days of receipt of such document the Employer shall provide Employee with a letter of hire pursuant to Article 13.10 of the Collective Agreement. If the Employee fails to provide satisfactory proof of previous experience within the thirty days the Date of Hire shall be established as the continuous service with the Piikani Nation Health Services until such time as the Employee provides satisfactory proof of previous experience.
- (b) The Letters of Hire shall also include the sick leave credit accrual for the Employee, in accordance with Article 18, as of the date of ratification of this Collective Agreement
- (c) If mutual agreement between the Employer and Employee with respect to the content of the Letter of Hire is not reached, the issue shall be referred to the Grievance and Arbitration process outlined in this Collective Agreement.

2. Implementation of Article 16: Vacations with Pay

- (a) Vacation accrual prior to the implementation of this First Collective Agreement shall be allowed to be carried forward upon the ratification of the first Collective Agreement.
- (b) An Employee list shall be posted in the workplace within thirty (30) calendar days of the date of ratification of the Collective Agreement. The Employee list will include the following information, for each Regular Employee:
 - (i) The rate at which each Regular Employee will earn vacation as of the date of ratification of this Letter of Understanding.
 - (ii) The number of days that each Regular Employee has accrued in her Vacation Bank as of the date of ratification of this Letter of Understanding.
- (c) Employees shall have thirty (30) consecutive calendar days from the date the Employee List is posted, to advise the Employer in writing, if they believe the above noted calculations are incorrect.

- (d) In the event this occurs and the Employer and the Employee mutually agree on amendments, the above mentioned calculations will be changed. If mutual agreement is not reached, the calculations of the Employer shall be referred to the Grievance and Arbitration process outlined in this Collective Agreement.

3. **Application of Article 11: Seniority**

- (a) Seniority shall be determined based on the provisions of Article 11.
- (b) Two (2) Employee lists shall be posted in the workplace sixty (60) calendar days following Ratification of this Collective Agreement.
 - (i) One Employee list shall list the date of hire in the bargaining unit beside each Regular and Temporary Employee which shall be utilized to determine continuous service for the purposes of determining each Regular or Temporary Employee's seniority;
 - (ii) The second Employee list shall list the date of hire in the bargaining unit beside each Casual Employee.
- (c) Each Employee shall have thirty (30) consecutive calendar days from the date the Employer lists are posted, to advise the Employer, in writing, if she believes her seniority date is incorrect. In event this occurs and the Employer and the Employee mutually agree on another seniority date, the seniority date shall be revised accordingly. If mutual agreement is not reached, the strict provisions of Article 11 shall apply.
- (d) Once the seniority date has been determined, as outlined above, the seniority date shall be considered as being established except for those names which shall be deemed to be deleted by application of Article 11.03.
- (e) In the event that the Employee does not advise the Employer of an incorrect date within thirty (30) consecutive calendar days of the Employee lists being posted, the seniority date in the Employee list shall apply.

4. **Implementation of Salary Schedule**

- (a) All Employees covered by this First Collective Agreement shall be paid according to the Salary Appendix.
 - (i) Each Employee will be moved to that step on the Salary Appendix at the step that she is currently placed or higher if proof of previous experience is provided to the Employer pursuant to Article 23.
 - (ii) An Employee shall earn further increments in accordance with Article 23: Salaries.
- (b) Each Employee will be provided with the following information:

- (i) the Employee's Classification;
- (ii) the Employee's Status;
- (iii) The Employee's Rate of Pay prior to the date of ratification of this Letter of Understanding;
- (iv) The Employee's Rate of Pay effective the date of ratification of this Letter of Understanding;
- (v) The Employee's Pay Step, effective date of ratification;
- (vi) For Employees who have not yet reached the maximum rate of pay, the number of Hours that have been worked towards the Employee's next increment.

This Letter of Understanding will be in effect until March 31, 2013.

LETTER OF UNDERSTANDING #4
RE: PREMIUM REDUCTION FOR EI

The Employer agrees to take all necessary steps to apply for Taxation Number to allow for Premium Reduction for Employment Insurance.

If successful in receiving a new Taxation Number that the Employer will implement the following;

1. The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.
2. The funds shall be paid to Employees unless the Local and the Employer agree otherwise.

SALARY APPENDIX

Registered Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Date of Ratification	\$32.34	\$33.50	\$34.83	\$36.08	\$37.33	\$38.56	\$39.81	\$40.09	\$42.45
January 2013	\$32.99	\$34.26	\$35.53	\$36.80	\$38.08	\$39.33	\$40.61	\$41.81	\$43.30
March 1, 2013	\$34.31	\$35.63	\$36.95	\$38.27	\$39.00	\$40.90	\$42.23	\$43.48	\$45.03

Certified Graduate Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Date of Ratification	\$29.59	\$30.51	\$31.15	\$31.72	\$32.22	\$32.89	\$33.94	\$34.92	\$36.15
January 2013	\$30.18	\$31.12	\$31.77	\$32.35	\$32.86	\$33.55	\$34.62	\$35.62	\$36.87
March 1, 2013	\$31.39	\$32.36	\$33.04	\$33.64	\$34.17	\$34.89	\$36.00	\$37.04	\$38.34

Article 25 will be effective for any new Employee hired after date of ratification.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF:

(Employer)

(Union)

Date: _____

Date: _____