

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE VICTORIAN ORDER OF NURSES  
EDMONTON BRANCH**

**AND**

**UNITED NURSES OF ALBERTA  
LOCAL #61**

**FOR THE PERIOD**

**APRIL 1, 2010 - MARCH 31, 2012**

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**COLLECTIVE AGREEMENT  
BETWEEN  
THE VICTORIAN ORDER OF NURSES  
(hereinafter referred to as the “Employer”)  
OF THE FIRST PART**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #61  
(hereinafter referred to as the “Union”)  
OF THE SECOND PART**

**PREAMBLE**

WHEREAS the Local has been certified as the bargaining agent for all Employees when employed in direct nursing care or instruction excluding Supervisor and those above the rank of Supervisor.

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

NOW WE DO HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS:

**ARTICLE 1: TERM OF THE AGREEMENT**

1.01 This Agreement shall be effective from April 1, 2010 to March 31, 2012 and shall continue in full force and effect from year-to-year thereafter unless notice in writing is given by either party to the other party, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date, of its desire to change, amend, or terminate this Agreement.

**ARTICLE 2: DEFINITIONS**

2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code 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 Salaries 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. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such

assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
  - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7;
  - (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7.
- (b) “Casual Employee” is one who:
  - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 39.02 or
  - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a fulltime or part-time position:
  - (i) for a specific job of more than three (3) months but less than twelve (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 three (3) months; or
  - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

2.04 “Employee” shall mean a Registered Nurse (RN) a person who maintains active registration with the College and Association of Registered Nurses of Alberta (CARNA).

2.05 “Employer” shall mean the Victorian Order of Nurses – Western Region, Edmonton Site and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.

2.06 (a) “Certified Graduate Nurse” means a person who is registered on the Certified Graduate Nurses Register and who holds a practice permit pursuant to the Health Professions Act, R.S.A. 2005, and Registered Nurses Regulation.

- (b) “Graduate Nurse” means a person who has successfully completed a degree or a nursing program satisfactory to the Registrar and who is registered on the Temporary Register pursuant to the Health Professions Act, R.S.A. 2005, and Registered Nurses Profession Regulation.
  - (c) “Graduate Psychiatric Nurse” means a person who has completed a diploma in Psychiatric Nursing in a program approved by the Council who is registered on the Temporary Register pursuant to the Health Professions Act, R.S.A. 2005, and Registered Psychiatric and Mental Deficiency Nurses Profession Regulation.
  - (d) “Undergraduate Nurse” means a person who is enrolled in an approved nursing program and who is employed by the Employer as an Undergraduate Nursing Employee to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Nurse, Graduate Psychiatric Nurse, or Registered Psychiatric Nurse.
- 2.07 “Registered Nurse” means a person who is registered on the Registered Nurse Register pursuant to the Health Profession Act, R.S.A. 2005 and Registered Nurses Profession Regulation.
- 2.08 “Registered Psychiatric Nurse” means a person who is registered on the Registered Psychiatric Nurse Register pursuant to the Health Profession Act, R.S.A. 2005 and Registered Psychiatric and Mental Deficiency Nurses Profession Regulation.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by the Collective Agreement as described in the bargaining unit certificate issued by the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which is in conflict with the terms of this Agreement.

**ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Employer retains the sole and exclusive control of all matters concerning the operation, management and administration of its business and retains the residual rights of management, and such control and rights shall not be abridged except by specific restrictions as set forth in this Agreement.
- 4.02 Without limiting the generality of the foregoing, the Employer retains the following management rights:
- (a) The rights to direct and control the working force, the right to assign work or overtime, the right to select, hire, lay-off, promote, transfer, discipline, suspend and discharge Employees for just cause;
  - (b) The right to determine the starting and the quitting times of work, the processes, methods and procedures to be employed including technological change, the right to determine job content which is not inconsistent with this Collective Agreement;
  - (c) The right to make and enforce rules and regulations including safety matters and concerns not inconsistent with this Agreement;
  - (d) The determination of the location, relocation and termination of any or all of the Employer's facilities, including the determination of whether services or work will be performed, sub-contracted, or otherwise acquired;
  - (e) The determination of the number and reasonable qualifications both medical and technical of Employees to perform work and the determination of reasonable quality and quantity standards and the required Employee performance to meet such standards;
  - (f) The right to perform all other functions inherent in the administration control and direction of business so long as it does not conflict with this Agreement.
- 4.03 Management shall exercise their rights pursuant to this Collective Agreement in fair and reasonable manner.

**ARTICLE 5: NO DISCRIMINATION**

- 5.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, color, 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 Local.

**ARTICLE 6: WORK DAY AND WORK WEEK**

- 6.01 Regular hours of work for fulltime Employees, exclusive of meal periods, shall be seventy-five (75) hours averaged over a two (2) week period. The normal work day shall be seven and one half (7½) hours but an employee may agree to flex the length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two (2) week period.
- 6.02 Regular hours of work shall be deemed to:
- (a) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Where an Employee works in excess of seven and one half (7½) hours in a day, she shall be entitled to an additional thirty (30) minute meal break in each additional four (4) hour period.
  - (b) include one (1) rest period of thirty (30) minutes during each full working day of seven and one half (7½) hours, or alternatively two (2) rest periods of fifteen (15) minutes during each full working day of seven and one half (7½) hours. Where an Employee works in excess of seven and one half (7½) hours in a day, she shall be entitled to an additional fifteen (15) minute rest period in each additional four (4) hour period.
  - (c) where an Employee's working day is less than seven and one half (7½) hours, she shall be entitled to one (1) rest period for the first four (4) consecutive hours of work and an additional rest period of fifteen (15) minutes in each additional four (4) hour period.
- 6.03 Except in cases of emergency, schedules of work shall be posted four (4) weeks in advance.
- 6.04 Whenever possible schedules of work shall provide for:
- (a) at least two (2) consecutive days of rest per week;
  - (b) days of rest on four (4) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (c) not more than five (5) consecutive scheduled days of work except that where mutually agreed an Employee may be scheduled for ten (10) consecutive days to occur not more than once in a five (5) week period when scheduled to work a weekend. Where an Employee agrees to work ten (10) consecutive days of work she shall have two (2) consecutive days of rest scheduled in conjunction with the next following weekend off duty.

- 6.05 In the event that an Employee reports for work as scheduled and is requested by the Employer to return home, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours at the Employee's basic rate of pay.
- 6.06 Except in cases of emergency, when an Employee's scheduled days of rest are changed without seven (7) working days' notice, the Employee shall be paid at one and a half times (1½X) the Employee's regular rate of pay for all hours worked on what would otherwise have been her originally scheduled days of rest.
- 6.07 All Employees shall be allowed exclusive time for the purpose of administrative duties as follows: a maximum of one (1) hour every week for nurses working between 0.3 FTE and 0.6 FTE and two (2) hours every week for nurses working 0.6 FTE or greater.
- 6.08 Articles 6.01 and 6.04 notwithstanding, for Employee's working in People in Crisis programs, regular hours of work shall be seventy-five (75) hours averaged over a two (2) week period (Monday to Friday). For these Employees regular hours shall be between 0700 and 2300 hours; the Employer shall not normally assign more than one (1) evening of work per week. However, no Employee shall be required to work more than fifty-two (52) evenings per calendar year. The foregoing limits and maximums may be exceeded by mutual agreement by the Employer and Employee expressed in writing.

#### **ARTICLE 7: OVERTIME**

- 7.01 (a) All hours worked in excess of forty-four (44) hours in a week or in excess of seventy-five (75) hours averaged over a two (2) week period and authorized by the Employer or her designate will be overtime. Overtime will be paid at the rate of one and a half times (1½X) the Employee's regular rate of pay for the first three (3) hours and two times (2X) the Employee's regular rate of pay thereafter.
- (b) The Employer may provide post-authorization for overtime worked in circumstances where the Employee is unable to contact the Employer or her designate for prior authorization.
- 7.02 Time off at the applicable rate may be granted in lieu of overtime payment by mutual agreement between the Employer and the Employee concerned provided that such time off must be taken within ninety (90) days of the date it is earned. Time off not taken within ninety (90) days of the day on which it was earned shall be paid at the applicable premium rate on the month end pay cheque of the following month.
- 7.03 It is recognized by the parties that the operations of the Employer have historically required that work shifts continue on a seven (7) day per week basis.

**ARTICLE 8: NAMED HOLIDAYS**

8.01 Employees shall be granted a one (1) day holiday with pay for the following Named Holidays and any such other holidays as may be proclaimed by Federal, Provincial, or Municipal authorities:

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

- 8.02 When a Named Holiday falls on a day that would otherwise be the Employee's working day and the Employee is not required to work on such day, there shall be no reduction in the salary or wages of the Employee.
- 8.03 When an Employee is required to work her regular working hours on a Named Holiday, within seven (7) days prior to the Named Holiday she shall elect, with the agreement of the Employer, one (1) of the following methods of compensation:
- (a) payment of one and one-half times (1½X) her regular rate of pay for each hour worked and in addition a day's pay or a day off with pay; or
  - (b) payment for her regular rate of pay for each hour worked and in addition one and one-half (1½) days off with pay in lieu. The day(s) off with pay as provided in Article 8.03 (a) or (b) above must be taken within ninety (90) days of being earned. Time off in lieu not taken within ninety (90) days of the day on which it was earned shall be paid at the applicable regular rate on the month end pay cheque of the following month.
- 8.04 When a Named Holiday falls during an Employee's annual vacation period, such holiday may, by mutual agreement, be added to the vacation period, or if this is not acceptable, the Employee shall be granted another day off in lieu thereof.
- 8.05 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off within thirty (30) days of the holiday.
- 8.06 An Employee shall be so scheduled as to provide her with days off on at least six (6) of the actual Named Holidays which shall include either Christmas or New Year's Day.
- 8.07 The Civic Holiday referred to in Article 8.01 shall be observed on the first (1st) Monday in August.

**ARTICLE 9: RESPONSIBILITY ALLOWANCE**

- 9.01 On any and all occasions in which the Executive Director and a coordinator of a program are absent for one (1) full, scheduled working day or longer, an Employee in that program shall be designated as responsible and shall be paid a responsibility allowance of an additional two dollars (\$2.00) per hour for each such day worked.
- 9.02 (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional sixty-five cents (65¢) per hour.
- (c) Preceptor shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

**ARTICLE 10: ON-CALL DUTY**

- 10.01 (a) The words “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty, during which the Employee is on call and must be reasonably available to respond without undo delay to any request to return to duty. Such on call duty shall be of a duration of which is eight (8) consecutive hours.
- (b) Except in cases of emergency, a duty roster for “on-call duty” shall be posted in advance for the period specified in Article 6.03.
- (c) Employees may exchange “on-call duty” assignments amongst themselves provided that:
- (i) the exchange is agreed to in writing between the affected Employees, and
- (ii) prior approval for such exchange has been given by the Employee’s immediate supervisor, and
- (iii) such exchange shall be recorded by the Employee’s immediate supervisor on the work schedule.
- 10.02 (a) An Employee shall be paid one and one half dollars (\$1.50) for each hour of authorized on-call duty to which she is assigned.
- (b) An Employee shall not be assigned “on-call duty” or overtime on scheduled days of rest, on Named Holidays where scheduled off, or while on vacation.
- 10.03 In respect of each occasion of which an Employee is brought back to duty during an on call period, in addition to pay for the period of on-call duty, the Employee:

- (a) shall be deemed to be working overtime for the time so worked and overtime regulations as per Article 7 shall apply; and
- (b) shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate.

10.04 Except in cases of emergency or by mutual agreement, an Employee who has worked the immediately preceding day shift shall not be scheduled to provide on-call duty.

10.05 Telephone Consultation

When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and corresponding required documentation, during the on-call period, is less than fifteen (15) minutes, the Employee shall be compensated at the overtime rate for fifteen (15) minutes.

**ARTICLE 11: VACATIONS**

11.01 Definitions

For the purposes of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty first (31st) 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 first (1st) and fifteenth (15th) days inclusive in any month, the first (1st) day of that calendar month, or
  - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and the last days inclusive in any month, the first (1st) day of the following calendar month.

11.02 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 such entitlement is earned shall be as follows:

- (a) during the first (1st) year of such employment, an Employee earns a vacation of fifteen (15) working days. Any Employee may take such earned vacation entitlement before the completion of one (1) year service;
- (b) during each of the second (2nd) to ninth (9th) years of employment, and Employee earns a vacation of twenty (20) working days;
- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
- (d) during each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

11.03 Vacation may not normally be carried over from one (1) vacation year to the next. If a nurse is unable to take her accrued vacation by the end of vacation year, she may carry over up to five (5) days to the following vacation year with the approval of the Manager. A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31st, and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year. Any unused vacation that has not been approved for carry over by the end of the vacation year, or that has not been taken in accordance with an approved carry-over plan, will be scheduled at the discretion of the Employer.

#### 11.04 Vacation Pay on Termination

- (a) If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
  - (i) The unused period of vacation entitlement up to the first (1st) day of April in each calendar year at her regular rate together with,
  - (ii) six percent (6%) in the case of an Employee entitled to fifteen (15) working days vacation per annum; eight percent (8%) in the case of an Employee entitled to twenty (20) working days' vacation per annum, or ten percent (10%) in the case of an Employee entitled to twenty-five (25) working days' vacation per annum; or twelve percent (12%) in the case of an Employee entitled to thirty (30) working days vacation per annum; of the Employee's regular earnings from the first (1st) day of April in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Agreement, if employment is terminated by an Employee:
  - (i) after less than one (1) year of employment by the Employer, or

- (ii) without giving proper notice under “Termination of Employment”, Article 17, such Employee shall receive vacation pay at the rate prescribed in the subsisting Employment Standards Code Section 42 (i) 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.

## **ARTICLE 12: QUALIFICATIONS OF VICTORIAN ORDER OF NURSES**

- 12.01 In order to receive appointment as a Registered Nurse, a person must have:
- (a) Current registration with the College and Association of Registered Nurses of Alberta; and
  - (b) Baccalaureate Degree along with Public Health or Community Health component, or Registered Nurse without further preparation in Public Health or Community Health nursing; and
  - (c) A valid Alberta drivers’ license authorizing the operation of a private passenger automobile, together with a defensive driver’s certificate from the Alberta Motor Association obtained within the two (2) years immediately preceding the date of appointment, or other reasonable evidence of a safe driving record.
- 12.02 In order to maintain employment the Registered Nurse, must retain active registration with the College and Association of Registered Nurses of Alberta and retain a valid Alberta driver’s license authorizing the operation of a private passenger automobile.
- 12.03 In the event that the driver’s license of an Employee as required by Article 12.01(c) hereinbefore, is suspended by a governmental agency, court or administrative tribunal, the Employee will be required to make arrangements satisfactory to the Executive Director or Assistant Director of Nursing to visit the patients assigned to the care of the Employee. If such satisfactory arrangements cannot be made, and if the Employer is unable to assign other duties to the Employee having regard to the rights of the Employer as provided for in Article 3 hereinbefore, the Employee will be suspended from employment with the Employer with loss of salary or wages and benefits until such time as the Employee has regained the driver’s license required by Article 12.01(c), and has produced to the Employer a defensive driver’s certificate.

## **ARTICLE 13: LEAVE OF ABSENCE**

- 13.01 Requests for leave of absence must be made in writing to the Executive Director.

13.02 Time credits for pay increments during leaves of absence shall accrue as follows:

- (a) for education purposes, the first nine (9) months only;
- (b) for other purposes, up to the first thirty (30) days.

13.03 Compassionate Leave

Compassionate leave shall be granted for a maximum of five (5) consecutive days without loss of salary or wages in the event of bereavement of that part of the Employee's immediate family consisting of parents, spouse, brother, sister, children, step-children or grandchildren. Compassionate leave shall be granted for a maximum of three (3) consecutive days without loss of salary or wages in the event of bereavement of any other member of the Employee's immediate family i.e., grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, guardians and fiancé(e). "Spouse" shall include common-law and/or same sex spouse. This compassionate leave may be extended without loss of salary or wages at the discretion of the Employer.

13.04 Illness Within the Immediate Family Leave

Leave of absence of up to five (5) working days per year without loss of wages or salary shall be granted to an Employee for illness in the immediate family. Such leave shall be for the purpose of taking care of, or making arrangements for the care of the person who is ill. For the purpose of this clause, immediate family shall include parent, spouse, children, step-children, grandmother, grandfather and fiancé(e). "Spouse" shall include common-law and/or same sex spouse.

13.05 Maternity, Adoption and Parental Leave

An Employee who has completed twelve (12) months of continuous employment shall upon her written request, be granted up to twelve (12) months of maternity leave for reasons of pregnancy or adoption of a child. Written request must be made one (1) month prior to the proposed starting date of the leave for reason of pregnancy. Notice of intention to adopt shall be given in writing when adoption approval has been granted to the Employee. Leave for pregnancy shall become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as she may request; providing, however, if the Employee is medically unable to carry out her normal work assignments then she is entitled to sick leave, short term disability or long term disability benefits as applicable. Parental leave shall be granted in accordance with the Alberta Employment Standards Code.

13.06 Upon expiration of the leave, an Employee shall provide the Employer with one (1) month's written notice of readiness to return to work at which time the Employer will reinstate the Employee in the same position and status held by her immediately prior to taking leave and at the same step in the pay scale with no loss of benefits accrued by her up to the date she commenced leave.

13.07 Education Leave

Education leave for a specified period of time may be granted by the Employer provided such written request is made at least two (2) months prior to the intended starting date of such leave.

13.08 Jury Duty

An Employee summoned to appear in court as a member of a jury or as a witness, or who is required to appear for a coroner's inquest, shall be paid the difference between the pay received for such service and the pay the Employee would have normally received if she had been working based on her regular rate of pay.

13.09 Terminal Care Leave

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

13.10 General Policies Governing Leave of Absence

- (a) Where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 42, that Employee may, subject to the Insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans.
- (b) With the exception of leave of absence for Union business, in the case of leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month.
- (c) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

**ARTICLE 14: SICK LEAVE**

- 14.01 An Employee shall be entitled to cumulative sick leave credits computed from the date of commencement of employment at the rate of one and one-half (1 1/2) working days for each month of employment up to a maximum sick leave credit of one hundred and twenty (120) working days. A statement of accumulated sick leave shall be included on each Employee's pay cheque.

- 14.02 When an Employee is hired directly from another branch, or within thirty (30) days of leaving her former branch, the Employer shall assume responsibility for any accumulative sick leave for the Employee in question to a maximum of sixty (60) days.
- 14.03 An Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 14.04 Sick leave shall be granted to Employees who are medically unable to work as a result of pregnancy or child birth.
- 14.05 (a) No sick leave shall be granted for any illness which is incurred once a Employee commences her vacation; in this event the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her vacation as stated in 14.05(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) 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 period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provisions of 14.05(a), should an Employee be admitted to hospital as an "in-patient" during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 14.06 When an Employee is required to travel for the purpose of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided that she has been given prior authorization by the Employer. She may be required to submit satisfactory proof of such appointment.
- 14.07 Long Term Disability
- (a) An Employee who has been receiving Long Term Disability Benefits and who is able to return to work and who is capable of performing the duties of her former position, shall provide the Employer with two weeks' written notice of readiness to return to work. The Employer shall then reinstate her in the same

classification held by her immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to disability

- (b) An Employee who does not qualify for L.T.D.I. benefits and who exhausts her sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave she shall provide the Employer with one (1) month's notice of her intention to return to work. The Employer shall then reinstate her in the same classification which she held immediately prior to the absence.

#### 14.08 Workers' Compensation

- (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided she assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for the time lost due to an accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits.
- (b) An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
  - (i) capable of performing the duties of her former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work or such shorter notice as the Employer is prepared to accept. The Employer shall then reinstate the Employee in the same classification held by her immediately prior to the disability at not less than the same step in the pay scale and other benefits that accrued to her prior to the disability.
  - (ii) incapable of performing the duties of her former position shall be entitled to benefits she is eligible for under Sick Leave, Short Term Disability or Long Term Disability, in accordance with Articles 41 and 14.

#### **ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE**

- 15.01 (a) Previous relevant nursing experience will be recognized on the following basis, providing the Employee has not been out of the field of active nursing for more than five (5) consecutive years: one (1) increment for each year of relevant nursing to the maximum outlined in the salary schedule.

- (b) If a registered Nurse or registered Psychiatric Nurse has completed a nursing refresher course satisfactory to CARNA/CRPNA, the Employer will recognize experience that is more than five (5) years out of date.

15.02 Increments for experience will apply provided that each period of service is not less than six (6) months. Each month of previous service with the Employer will be accumulated towards the granting of the next increment, and the date upon which the salary is first adjusted will become the anniversary date of subsequent salary increments.

#### **ARTICLE 16: TERMINATION OF EMPLOYMENT**

16.01 Notice of resignation in writing shall be given to the Employer. An Employee shall give one (1) month's notice when desiring to resign. The regular vacation period is not considered in the time required for a month's notice of resignation.

16.02 Discipline and Dismissal

Unsatisfactory conduct or performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's personnel file, but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee with a copy to the Union within ten (10) days of the date the Employer first became 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. Should there not be satisfactory improvement in the Employee's conduct or performance, the Employer may take further disciplinary action. There shall be no written warning notice, suspension or dismissal except for just cause. A written warning notice, suspension, or dismissal that is grieved and determined to be unjustified shall be declared null and void and removed from the Employee's personnel file.

16.03 The procedure stated in Article 16.02 shall not prevent immediate suspension or discharge of an Employee by the Employer for just cause. An immediate suspension or discharge that is grieved and determined to be unjustified shall be declared null and void and all reference thereto shall be removed from an Employee's personnel file.

16.04 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.

- 16.05 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, 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 period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

#### **ARTICLE 17: PROFESSIONAL EDUCATION**

- 17.01 In its aim to provide the highest quality visiting nursing care, the Employer recognizes the need for programs to assist the Employees' professional growth. These shall include:

- (a) an orientation program,
- (b) a staff in-service education program,
- (c) a supervisory program which includes a written evaluation and periodic conferences.

- 17.02 (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis with the exception of WHMIS:

- (i) Cardio-Pulmonary Resuscitation
  - (ii) Anaphylaxis (included for staff who work within the Immunization Program)
  - (iii) Evacuation and disaster procedures
  - (iv) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs on a scheduled day of work which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

- 17.03 Professional Development Days

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

not used in each fiscal year shall not be carried forward into subsequent years. Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

- 17.04 Employees shall not be expected to work on committees on their scheduled days of rest or on off duty time.

**ARTICLE 18: TEMPORARY EMPLOYEES**

- 18.01 All provisions of the Collective Agreement shall apply to temporary Employees except as modified by this Article.
- 18.02 A temporary Employee is one who is hired on a temporary basis to replace a fulltime or part-time Employee who is absent for a period in excess of three (3) months.
- 18.03 At the time of hire or transfer to a temporary position, the Employer shall state in writing a specific number of hours per work day and number of days of work per week which shall constitute the regular hours and days of work for the position. The Employer shall also specify the expected term of the position.

**ARTICLE 19: EQUIPMENT**

- 19.01 The Employee's bag and contents that are supplied by the Employer shall remain the property of the Employer.
- 19.02 An Employee who resigns, transfers or is terminated for any reason shall return the bag and the non-disposable contents that are the property of the Employer.

**ARTICLE 20: OCCUPATIONAL HEALTH AND SAFETY**

- 20.01 The Victorian Order of Nurses Management - Local Committee established under Article 23 may consider any matter relating to Occupational Health and Safety, including measures necessary to ensure the security of each Employee. The Local may make recommendations to the Executive Director in this regard.
- 20.02 Should the Local's concerns not be satisfactorily resolved within two (2) months, the Local may request and shall have the right to present its recommendations to the Personnel Committee of the Board of Management of the V.O.N. The Chairperson of the Personnel Committee shall reply in writing to the Local within thirty (30) days of the presentation by the Local.
- 20.03 Immunization and personal safety devices determined by the Committee to be necessary for the safety of the Employee in the performance of her duties shall be provided at no cost to the Employee.

**ARTICLE 21: RETIREMENT**

21.01 Employees who were hired on or before April 1, 2010 will be entitled to a retirement allowance, in addition to any vacation salary due, will be given to an Employee upon leaving the Employer on retirement as follows:

- (a) after fifteen (15) years' service - two (2) months
- (b) after twenty (20) years' service - three (3) months,
- (c) after twenty-five (25) years' service - four (4) months.

**ARTICLE 22: PENSION PLAN**

22.01 (a) The VON Pension Plan (the "Plan") is maintained at a national level. Enrollment, participation and contributions by the Employees and the Employer will be in accordance with the terms and conditions of the Plan.

- (b) All full time Employees shall, as a condition of employment, enroll in the Plan when eligible.
- (c) Part time and casual Employees may participate in the Plan when eligible.
- (d) The Employer will pay 50% of the contribution rates for those Employees participating in the Plan.
- (e) The Employer will make available to Employees brochures outlining the Plan and will provide one copy of the Plan and periodic amendments to the Provincial Office of the United Nurses of Alberta.

**ARTICLE 23: MANAGEMENT/LOCAL COMMITTEE**

23.01 A Victorian Order of Nurses Management-Local Committee shall be established composed of not more than three (3) representatives of the Local and three (3) representatives of the management group.

23.02 Meetings of the Committee shall be held on the request of either of the parties.

23.03 Such Committee meetings will provide the opportunity for:

- (a) discussion of matters relating to maintaining and raising standards of patient care;
- (b) discussion of matters pertaining to the interpretation and administration of the Collective Agreement;
- (c) examination of other areas of mutual interest and concern, and provision for the free exchange of information

- (d) any matters relating to Occupational Health and Safety pursuant to Article 21. Minutes of each meeting shall be taken and approved by both parties prior to circulation.

**ARTICLE 24: PROBATIONARY PERIOD**

24.01 New Employees shall serve a probationary period four hundred and fifty (450) hours worked, provided however, that each full day of absence from work for any reason will extend the probationary period by one (1) day. If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice.

**ARTICLE 25: GRIEVANCE PROCEDURE**

25.01 Communication

- (a) Any notice or advice which the Employer or members or its administrative staff are required to give the Local in respect of any matter referred to in this Article shall be sufficient if delivered to the President or Secretary of the Local.
- (b) Any notice or advice which the 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 Executive Director or designate.

25.02 Definition of Time Periods

For the purpose of this Article periods of time referred to in days or hours shall be deemed to mean such periods of time calculated on consecutive days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 8.

25.03 Dispute Between the Employer and Employee(s)

If a dispute arises between the Employer and one (1) or more Employees regarding the interpretation, application or violation of the Agreement, the following sequence of steps shall be followed until the dispute is resolved:

**Step 1**

The Employee(s) concerned, in person and with or without a representative of the Local in attendance, shall first seek to settle the dispute through discussion with the Program Coordinator. If the dispute is not resolved satisfactorily in Step 1, it may then become a grievance and be advanced to Step 2.

**Step 2**

The grievance shall be submitted in writing to the Executive Director within ten (10) days of the act causing the grievance or within ten (10) days of the date the Employee reasonably could have become aware that a violation of the Collective Agreement had occurred. The written grievance shall specify:

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The section, or sections, of the Agreement that are alleged to have been violated;
- (c) The correction or remedy that is requested to be made.

The decision of the Executive Director shall be made known to the Local in writing within ten (10) days of receipt of the grievance. If the grievance is not resolved satisfactorily under Step 2, it may be advanced to Step 3.

**Step 3**

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

## 25.04 Disputes Between the Parties

- (a) In the event that a dispute of a general nature affecting all Employees in the bargaining unit arises between the Employer and the Local regarding the interpretation, application or violation of the Agreement, which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance.
- (b) The dissatisfied party shall submit the grievance in writing to the other party within ten (10) days of the date of the occurrence giving rise to the grievance, and shall be signed by the grievor. The written grievance shall specify:
  - (i) the nature of the grievance and the circumstances out of which it arose;
  - (ii) the section or sections, of the Agreement that are alleged to have been violated;
  - (iii) the correction or remedy that is requested to be made.
- (c) If the parties fail to settle the grievance within seven (7) days of its submission in writing, then either party may submit the grievance to arbitration as hereinafter provided.

## 25.05 Default

Should the Employer, the Local or the Employee fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

#### 25.06 Mediation

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

#### **ARTICLE 26: ARBITRATION**

- 26.01 Either of the parties wishing to submit a grievance to arbitration as provided in Article 26.03 and 26.04 hereof shall notify the other party in writing of its intention so to do. The matter may be referred either to a Board of Arbitration or a single arbitrator as may be mutually acceptable in accordance with the provisions of the Alberta Labour Code. The party giving notification shall include either the name of their nominee or a list of acceptable arbitrators as the case may be.
- 26.02 Within seven (7) days after receipt of notification as provided in Article 26.01 above, the party receiving notification shall advise the other party either of its acceptance of a single arbitrator or if a single arbitrator is unacceptable the party shall indicate its nominee to an Arbitration Board.
- 26.03 The arbitrators nominated by the parties shall meet within seven (7) days and they shall endeavor to select a mutually acceptable chairman of the Arbitration Board. If

they are unable to agree upon the choice of a chairman within a further period of twenty-four (24) hours, they shall then request the Minister of Labour for the Province of Alberta to appoint a chairperson.

- 26.04 An Arbitration Board formed in accordance with this procedure shall meet within twenty-one (21) days of the appointment of the chairperson to hear such evidence as the parties may desire to present to assure a full and fair hearing, and shall render its decision in respect to the grievance in writing to the parties within fourteen (14) days after completion of the hearing. The Arbitration Board's jurisdiction shall be to determine the matters as raised in the grievance and shall also include the authority to determine any question of arbitrability that may arise in respect thereto.
- 26.05 The decision of the single arbitrator or the Arbitration Board is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the award of the Arbitration Board, but if there is not majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.
- 26.06 The single arbitrator or the Arbitration Board by its decision shall not alter, amend or change the terms of the Collective Agreement.
- 26.07 The parties to this Agreement shall bear equally the expenses of a single arbitrator. Should an Arbitration Board be chosen, each of the parties shall bear the expense of its nominee. The fees and expenses of the chairperson shall be borne equally by the two (2) parties to the dispute.
- 26.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.

#### **ARTICLE 27: TIME FOR HEARINGS**

- 27.01 The hearing of the grievance and arbitration procedures may be carried out during the normal working day with no loss of pay for a participating Employee.

#### **ARTICLE 28: SALARIES**

- 28.01 The normal hourly wage rates are set out below.

##### 28.02 Salary Schedule

RN	1	2	3	4	5	6	7	8	9
April 1, 2010	27.80	28.61	29.43	30.24	31.05	31.86	32.68	33.67	34.68
April 1, 2011	28.35	29.18	30.02	30.85	31.67	32.50	33.33	34.34	35.37
<b>Diploma</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

April 1, 2010	29.36	29.80	30.60	31.46	32.26	33.05	33.86	34.88	35.93
April 1, 2011	29.94	30.40	31.21	32.09	32.91	33.71	34.54	35.58	36.65

<b>Degree</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
April 1, 2010	29.45	30.28	31.05	31.86	32.72	33.51	34.86	35.91	37.00
April 1, 2011	30.04	30.89	31.67	32.50	33.38	34.18	35.56	36.63	37.74

28.03 The first (1st) day of the month closest to the date of appointment will be considered to be the anniversary date for increment purposes.

28.04 Employees shall receive a premium of four dollars (\$4.00) per hour for all hours teaching health care education workshops to health care professionals and others working in the health care field.

#### **ARTICLE 29: RETROACTIVITY**

29.01 Any Employee who has voluntarily resigned her employment prior to the date of execution of this Agreement shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, provided that the Employee submits to the Employer within thirty (30) calendar days from the date of execution, a written application for such retroactive salary.

#### **ARTICLE 30: TRANSPORTATION**

30.01 An Employee who is required to provide her own transportation for business, shall be reimbursed at forty two cents (42¢) per kilometer.

30.02 (a) For purposes of this Article kilometers traveled for business purposes shall be calculated from the Employee's base office or from her residence to her first business stop, whichever is the shorter distance. However, nothing in this clause shall limit the Employer's ability to require an Employee to report to an office.

(b) At the time of hire or transfer, the Employer shall advise the Employee in writing of the location of her base office.

(c) For the purpose of this Article, "base office" shall mean:

(i) for home nursing - the V.O.N. office;

(ii) for Foot Care Clinics, Occupational Health and Health Workshops -the V.O.N. office;

- (iii) for Adult Day Health Care - the facility in which the program is held;
  - (iv) for PIC - the primary shelter for which the Employee is responsible;
  - (v) for all Casual Employees - the V.O.N. office if not assigned to another base office.
- (d) An Employee who is required to attend a clinic or to work at a location other than the Employee's base office at which free parking is not available within reasonable walking distance of the location, shall be reimbursed for parking expenses upon submission of a receipt.

### **ARTICLE 31: PERFORMANCE APPRAISAL AND PERSONNEL FILE**

- 31.01 The parties to this Collective Agreement recognize the desirability of annual performance appraisals. Performance appraisals shall include the participation of Employee and Employer in both written and verbal presentations.
- 31.02 An Employee may comment in writing on the completed performance appraisal and it shall be retained by the Employer and placed in her personnel file. The Employee shall be offered a copy of the performance appraisal.
- 31.03 The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. The Employee's signature on a report may only be regarded as evidence of her being made aware of the report and is not indicative of the Employee's acceptance of it.
- 31.04 An Employee shall have the right to respond in writing within seven (7) calendar days of having discussed the report with the Employer and that reply shall be placed in her personnel file.
- 31.05 The Employer agrees that access to an Employee's personnel file shall be provided to the Employee upon request, once in every year and in the event of grievance. The Employee may request a representative of the Union to be present at the time of such examination.
- 31.06 An Employee shall be given a copy of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she pays to the Employer a fee to cover the cost of copying.
- 31.07 An Employee's personnel file shall not be released by the Employer to any person except as allowed by this Agreement or to a Board of Arbitration, or as required by law, without the written consent of the Employee.

**ARTICLE 32: SENIORITY**

- 32.01 (a) An employee's "employment date" shall be the date on which a regular or temporary Employee's continuous employment within the bargaining unit commenced, including all prior periods of employment as a casual, temporary or regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include service with any Employer with a bargaining relationship with the UNA, 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.
- 32.02 Seniority shall be considered in determining:
- (a) preference of vacation time
- (b) layoffs and recalls.
- 32.03 Seniority shall accrue during periods of:
- (a) paid sick leave
- (b) leaves of absence with pay
- (c) bereavement leave
- (d) leave for legal duty
- (e) vacations
- (f) leaves of absence up to thirty (30) days
- (g) absence for which the Employee is entitled to Workers' Compensation payments and benefits.
- (h) services with other Branches of the Victorian Order of Nurses where the Employee relocates to the Edmonton branch within two (2) months and the service is otherwise unbroken.
- (i) leave of absence for educational purposes up to nine (9) months.
- 32.04 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns

- (b) if an Employee on layoff does not return to work upon recall within a mutually agreeable length of time.
- (c) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

32.05 An Employee shall not accrue seniority while on layoff, or during periods of employment in an out-of-scope position with this Employer or any other branch of the Victorian Order of Nurses, or for any period of leave of absence without pay in excess of thirty (30) days.

**ARTICLE 33: COPIES OF THE COLLECTIVE AGREEMENT**

- 33.01 The Collective Agreement shall be printed by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.
- 33.02 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer.
- 33.03 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

**ARTICLE 34: EDUCATIONAL ALLOWANCES**

- 34.01 In addition to the salary set forth in Article 28, any Employee shall receive a monthly allowance of twenty-five dollars (\$25.00) for a course of study. Such course shall meet all of the following requirements:
- (a) it shall be a minimum of three (3) months in duration, and
  - (b) it shall have prior approval of the Employer.
- 34.02 Employees shall be paid for only one (1) such approved course.

**ARTICLE 35: T-4 SLIPS**

- 35.01 The Employer shall show on the Employee's T-4 slips the total amount of Union dues deducted for the taxation year.

**ARTICLE 36: UNION SECURITY**

- 36.01 All Employees covered by this Agreement shall be required as a condition of employment to pay the regular Union dues as advised by the Local. Such deductions shall be forwarded by the Employer to the Local, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied

by a list showing the names of the nurses from whom deductions have been taken and the amounts deducted. Upon signing the Employer shall forward to the Union a list of names and addresses of the Employees' for whom deductions have been taken and thereafter shall submit any changes along with the monthly dues deduction lists.

- 36.02 The Local shall advise the Board, in writing, thirty (30) days in advance of:
- (a) any changes in the amount of monthly dues or fees
  - (b) any assessment levied on the membership.
- 36.03 The Employer will maintain a bulletin board in an accessible location for the exclusive use of the Union provided that the Employer retains the right to remove such notices that are detrimental to the Employer.
- 36.04 A full-time Employee of the Union shall have the right to make a presentation of up to thirty (30) 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.
- 36.05 Union Business Leave
- (a) The Employer shall not unreasonably withhold approval for leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, or for Union business. Where such request for leave of absence is made in writing, the Employer's reply shall be given in writing.
  - (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
  - (c) All such leave shall be without pay.
- 36.06 The Employer shall provide to the Union on a monthly basis, a listing of Employees specifying the following:
- (a) Name of Employee;
  - (b) Classification;
  - (c) Category (Regular, Temporary, Casual);
  - (d) Full-time equivalency;
  - (e) For regular and temporary Employees, their seniority date, for casual Employees, their date of hire within the bargaining unit;
  - (f) Address;

- (g) Basic rate of pay;
- (h) Employees on Short and Long Term Disability and Worker's Compensation; and
- (i) Newly hired and terminated Employees.

**ARTICLE 37: REGULAR PART-TIME EMPLOYEES**

- 37.01 All provisions of the Collective Agreement shall apply to regular part-time Employees except as modified or exempted by this Article.
- 37.02 (a) (i) A regular part-time Employee is a person who is permanently employed by the Employer on a regularly-scheduled basis and whose hours shall be less than seventy-five hours (75) over a period of fourteen (14) calendar days. Notwithstanding the forgoing, where mutually agreed, a regular part-time Employee may work full-time hours in a special circumstance, such as vacation, sick leave, or leave of absence.
- (ii) The normal work day for a part-time employee shall be seven and one-half (7½) hours or less, but an employee may agree to work more than seven and one half (7½) hours to accommodate the needs of the caseload, providing that the hours worked do not exceed the normal hours of work in a two week period.
- (b) Except in cases of emergency, schedules of work shall be posted four (4) weeks in advance.
- (c) Whenever possible schedules for work shall provide for:
- (i) an average of two (2) days per week scheduled and designated as days of rest;
  - (ii) days of rest on four (4) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.
- (d) At time of hire or transfer, the Employer shall state, in writing, a specific number of hours per work day and specific days of work per week which shall constitute the regular hours and days of work for each part-time Employee. Such hours per day and days of work per week shall not be altered except by mutual agreement between the Employer and the Employee or by operation of the provision of this Collective Agreement.
- (e) A part-time Employee may work in addition to those hours specified in Article 37.02(d). Subject to Article 37.02(g), where a part-time Employee volunteers or agrees, when requested, to work additional hours which do not

fall on her designated days of rest, she shall be paid at her basic rate of pay. Approved overtime will be governed by the terms of Article 7.01(a).

- (f) Where the Employer requires a part-time Employee to work additional hours without her having volunteered or agreed to do so or on a designated day of rest, she shall be paid at the overtime rate for work performed.
  - (g) Articles 37.02(a)(i) and (ii) and 37.02(c) notwithstanding, for part-time Employees working in People in Crisis programs, regular hours of work shall be less than seventy five (75) hours averaged over a two week period (Monday-Friday). For these Employees regular hours shall be between 0700 hours and 2300 hours; the Employer shall not normally assign more than one evening of work per week. However, no Employee shall be required to work more than fifty-two (52) evenings per calendar year. The foregoing limits and maximums may be exceeded by mutual agreement of the Employer and Employee expressed in writing.
  - (h) Article 7.01(a) notwithstanding, part-time Employees working in People in Crisis programs may work beyond seven and one-half (7½) hours per day. Overtime for these Employees shall be paid for all hours worked beyond forty-four (44) in one week and for all hours worked beyond seventy-five (75) hours averaged over two (2) weeks (Monday-Friday), and in addition, overtime shall be paid for all hours worked between 2300 hours and 0700 hours. Overtime will be paid at the rate of two (2X) times the Employee's regular rate of pay.
- 37.03 Regular part-time Employees shall be entitled to an increment on the completion of each one thousand seven hundred and twenty-five (1725) paid hours of work to the maximum increment granted to full-time Employees.
- 37.04 Regular part-time Employees required to work on a Named Holiday shall be paid one and one-half times (1½X) their regular rate for all hours worked on the Named Holiday.
- 37.05
- (a) Regular part-time Employees shall be paid in addition to their regular salary ten point three percent (10.3%) or twelve point three percent (12.3%) or fourteen point three percent (14.3%) or sixteen point three percent (16.3%), whichever is applicable, depending on vacation entitlement, of their regular earnings in lieu of vacation and Named Holidays. Employees in their first year of employment and who are in receipt of twelve point three percent (12.3%) shall not be reduced to ten point three percent (10.3%).
  - (b) Part-time Employees shall be entitled to receive the same vacation time provisions (without pay) as full-time Employees, however, the total elapsed time, time absent on vacation shall not exceed four (4) or five (5) weeks as applicable in any given year.

- (c) Part-time Employees may elect to receive vacation and Named Holidays with pay on a pro-rated basis. Part-time Employees may elect this option once per year during the month of April. Part-time employees who make this election are not eligible to receive the percentage in-lieu set out in Article 37.07(a).
- 37.06 Regular part-time Employees shall accumulate sick leave entitlement on the basis of one and one-half (1½) days per month pro-rated according to the hours worked each month and shall be paid sick leave for scheduled hours.
- 37.07 Probationary Employees shall serve a probationary period of four hundred and fifty (450) hours of service.
- 37.08 Article 17 – Professional Education and Article 13 - Leave of Absence (Except Maternity Leave) will apply on a prorated basis.
- 37.09 Except in cases of emergency, where an Employee’s scheduled days of work are changed but not her scheduled days of rest without seven (7) calendar days notice the Employee shall be paid at one and one-half times (1½X) her basic rate of pay for all hours worked on what would have been her originally scheduled days of work.
- 37.10 When a part-time Employee reports for work as scheduled and is requested by the Employer to return home and then return to work for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee’s basic rate of pay.
- 37.11 Part-time Employees may enroll in the Victorian Order Pension Plan in accordance with the terms and conditions of the plan.

### **ARTICLE 38: CASUAL EMPLOYEES**

- 38.01 All provisions of this Collective Agreement shall apply to casual Employees except as modified or exempted by this Article.
- 38.02 A casual Employee is one who is hired to work on a call basis or to relieve for absences the duration of which are three (3) months or less.
- 38.03 No casual Employee shall be scheduled except with her consent.
- 38.04 (a) A casual Employee shall be covered by the terms of this Collective Agreement with the exception of Articles 6.01, 6.03, 6.04, 6.06, 6.07, 7.02, 8, 11, 12.03 and 14.
- (b) Article 38.04 (a) notwithstanding, for casual Employees working in People in Crisis program, regular hours of work shall be between 0700 hours and 2300 hours. Casual Employees working in People in Crisis programs may work beyond seven and one-half (7½) regular hours per day, but not more than seventy-five hours (75) over a period of fourteen (14) calendar days (Monday

to Friday). Overtime for these Employees shall be paid for all hours worked beyond seventy-five (75) hours averaged over two (2) weeks (Monday-Friday), and in addition, overtime shall be paid for all hours worked between 2300 hours and 0700 hours. Overtime will be paid at the rate of one and a half times (1½X) the Employee's regular rate of pay for the first three (3) hours and two times (2X) the Employee's regular rate of pay thereafter.

- (c) Article 39.04(a) notwithstanding, casual employees may work beyond seven and one-half (7½) hours per day, but not more than seventy-five (75) hours over a period of fourteen (14) calendar days. Approved overtime will be governed by the terms of Article 7.01(a).

- 38.05 When a casual Employee reports to work as called and the Employer cancels her work assignment, the Employee shall be paid three (3) hours pay at the Employee's regular rate.
- 38.06 Casual Employees shall be entitled to an increment on the completion of each one thousand seven hundred and twenty-five (1,725) paid hours of work up to the maximum increment granted to full-time Employees.
- 38.07 Casual Employees required to work on a Named Holiday as identified in Article 8.01 shall be paid one and one-half times (1½X) their regular rate of pay for all hours worked on the Named Holiday.
- 38.08 Casual Employees shall be paid in addition to their regular salary ten point three percent (10.3%) or twelve point three percent (12.3%) or fourteen point three percent (14.3%) or sixteen point three percent (16.3%) whichever is applicable depending on their vacation entitlement, of their regular earnings in lieu of vacation and Named Holidays. Employees in their first year of employment and who are in receipt of twelve point three percent (12.3%) shall not be reduced to ten point three percent (10.3%).
- 38.09 Protective Insurance in relation to the Employee's employment shall be provided at the expense of the Employer for casual Employees. This is provided through:
- (a) Workers' Compensation
  - (b) Malpractice Liability
  - (c) Office Premises Liability
- 38.10 For a casual Employee seniority shall mean accumulated hours of service in the employ of the Employer. Article 32 shall not apply to casual Employees with the exception of Article 32.04(a).
- 38.11 Hours worked as a casual Employee shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred (300) hours

provided that not more than three (3) months have elapsed since the Employee worked for the Employer.

**ARTICLE 39: LAYOFF AND RECALL**

- 39.01 (a) In case it becomes necessary to reduce the working force, the Employer shall notify Employees who are to be laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood or work stoppage by Employees not covered by this Collective Agreement, fourteen (14) days notice is not required but up to two (2) weeks' pay in lieu thereof shall be paid to affected Employees.
- 39.02 Subject to the provisions of this Article, the Employer shall have the right to transfer to another position within the bargaining unit, an Employee whose position has been abolished.
- 39.03 Layoff shall occur in reverse order of seniority.
- 39.04 When increasing the work force, recalls shall be carried out in order of seniority.
- 39.05 No new Employee shall be hired while there are other Employees on layoff as long as laid off Employees can perform the work required.
- 39.06 (a) The Employer shall make payment for its share of the full premiums of benefits referred to in Article 41 on behalf of a laid off Employee for a maximum of one (1) month's premiums.
- (b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make arrangements for the payment of the full premiums of the benefits referred to in Article 41.
- 39.07 (a) Recall shall apply only to work periods of fourteen (14) calendar days duration or longer.
- (b) Where the work period is for a shorter duration, the Employer shall endeavor to offer such work to laid off Employees in order of seniority before offering the work to casual Employees. An Employee on layoff shall have the right to refuse an offer of work of fourteen (14) calendar days or less without adversely affecting her recall status.
- (c) The method of recall shall be by telephone and if such is not possible by double registered letter sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later

than five (5) days following the date of the telephone call or the date the letter was registered.

**ARTICLE 40: JOB POSTINGS**

- 40.01 (a) The Employer shall post notices of vacancies and new positions within the bargaining unit.
- (b) Vacancies and new positions shall be filled whenever possible from within the V.O.N., Edmonton Branch.
- 40.02 Postings shall be for a minimum of seven (7) days, excluding Saturdays, Sundays and Named Holidays and shall include a description of the duties, qualifications and the location of the vacancy or new position.
- 40.03 Applications for such vacancies and new positions shall be made to the Employer in writing.
- 40.04 In making appointments to new positions or vacancies the determining factors shall be skill, training, knowledge, efficiency and other relevant attributes and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor
- 40.05 The name of the person who is appointed to the new position or vacancy shall be posted forthwith and all applicants for the vacancy or new position shall be informed in writing of their acceptance or rejection within five (5) working days of the posting of the name of the successful applicant.
- 40.06 (a) A vacancy resulting from the absence of an Employee for a period known to be longer than six (6) months shall be posted in accordance with Article 40.01.
- (b) Where such a vacancy has been filled by the appointment of a full-time, regular part-time or casual Employee and where at the completion of the term the Employer decides that the incumbent Employee is no longer required to continue in that position, she shall be reinstated to her former position or an equivalent position in the same program.
- 40.07 If an Employee is successful in obtaining an additional part-time position, the FTE of that position will be combined.
- (a) With the FTE of the Employee's original part-time position for the purposes of calculation of salary and determination of benefits and;
- (b) For the period during which the additional part-time position exists and is occupied by the Employee.

**ARTICLE 41: EMPLOYEE BENEFITS**

- 41.01 (a) Protective insurance in relation to the Employee's employment is provided at the expense of the Employer. This is provided through:
- (i) Workers' Compensation
  - (ii) Malpractice Liability
  - (iii) Office Premises Liability
- (b) The Employer's nursing service is available to Employees of the organization without charge, where there is no provision for recovering the fee through another source. Service would be provided in any branch where the Employee requires it.
- (c) All eligible employees will participate in the VON Flex Group Insurance and Long Term Disability Plans. The basic group insurance premiums shall be paid by the Employer. The long-term disability premium shall be paid by the Employee.
- (d) The Employer will pay for each Employee fifty percent (50%) of the single, couple, or family rate as applicable for coverage under the VON Flex Group extended health care and dental Plans.
- 41.02 (a) The Employer shall make available to eligible Employees brochures outlining the above health benefits and protective insurance plans.
- (b) The Employer shall provide one (1) copy of each of the health benefit and protective insurance plans to the Provincial Office of the United Nurses of Alberta.
- 41.03 (a) Coverage for the Employee benefits in Article 41.01 shall be provided to:
- (i) Regular or temporary full-time Employees;
  - (ii) Regular or temporary part-time Employees whose hours of work are an average of eighteen point seven five (18.75) hours per week or more.
- (b) Regular or temporary part-time Employees whose hours of work are less than an average of eighteen point seven five (18.75) hours per week shall be eligible for coverage under Articles 41.01(a) and 41.01(b).
- 41.04 During the contract years, the Employer may substitute another carrier for any of the plans referred to in 41.01(c) and (d) or amend the plan design provided that consultation occur between the Union and the Employer and that the level of benefits conferred are not decreased in overall value to the Employees, unless mutually agreed

to between the Union and the Employer. The Employer will advise the Union of any change in carrier or underwriter or plan amendments as soon as reasonably possible prior to implementing such changes.

**ARTICLE 42: SPECIFICALLY DIRECTED DONATIONS**

- 42.01 The Employer agrees to consult with a member of the bargaining unit with respect to the disposition of those donations identified as being directly and specifically for the benefit of the nursing staff. However, the final decision with respect to the disposition remains with the Employer.
- 42.02 For the purposes of this Article, “member of the bargaining unit” means a member of Local 61 appointed by the Local for the purposes of Article 42.01 above. The Local agrees to advise the Employer of the name of the bargaining unit member appointed for the purpose of Article 42.01 above.

**ARTICLE 43: ORIENTATION**

- 43.01 To ensure a satisfactory introduction into the organization, each Employee will receive an orientation designed to meet the specific program requirements and to meet her needs and to clarify her particular duties and performance expectations. Each Employee will receive a minimum of two (2) hours paid orientation.

**ARTICLE 44: PROFESSIONAL RESPONSIBILITY**

- 44.01 (a) A Professional Responsibility Committee shall be established with up to three (3) Employees elected by the Union and up to three (3) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least quarterly at a regularly appointed time, and within ten (10) days of receiving a written complaint regarding client care.
- (b) The function of the Committee is to examine and make recommendations regarding the concerns of the Employees relative to client care including staffing issues.
- (c) Where a complaint is specific to one (1) program, the Employee or Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
- (d) When an item is unresolved for more than forty-five (45) calendar days, either parties’ representative may request and shall have the right to present their complaint to the governing Board. The governing Board will then give their reply to the Professional Responsibility Committee within fourteen (14) calendar days.

- (e) To prevent misunderstandings and to assure all problems are dealt with, answers must be communicated in writing to the Professional Responsibility Committee.
  
- (f) The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavour to provide this information in a timely fashion, and in any event, not later than thirty (30) days from the original discussion of the particular staffing issue(s).

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

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

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For Victorian Order of Nurses  
Date: \_\_\_\_\_

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For United Nurses of Alberta  
Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**VICTORIAN ORDER OF NURSES  
(Employer )**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL 61  
(Local )**

**RE: RESPONSIBILITY ALLOWANCE FOR THE PEOPLE IN CRISIS PROGRAM**

It is hereby agreed between the parties that:

1. Article 9.01 applies to the People in Crisis Program.
2. When the coordinator of the People in Crisis Program or replacement management coordinator is absent on one or more of her scheduled working days, an Employee in that program shall be designated as responsible and shall be paid responsibility allowance of an additional two (2) dollars (\$2.00) per hour for each such day worked.

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For the Employer  
Date: \_\_\_\_\_

For the Union  
Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**VICTORIAN ORDER OF NURSES  
(Employer )**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL 61  
(Local )**

**RE: SEVERANCE**

1. In the event of lay-offs by the Employer, severance shall be offered to Employees in the bargaining unit who were hired on or before April 1, 2010 in accordance with this Letter of Understanding.
2. Severance will be made available, in order of seniority, to the same number of Employees as the number of Employees to be laid off. Severance will be offered to Employees whose positions are directly affected.
3. A regular Employee who has received lay-off notice in accordance with Article 39 and for whom no alternate vacant position is available, shall have the option of either:
  - (a) remaining on lay-off with recall rights as specified in Article 39 of the Collective Agreement; or
  - (b) terminating their employment, with no further rights to recall, and accepting severance in accordance with this Letter of Understanding.
4. Severance shall be equivalent to 2 weeks of the Employee's current regular salary times the number of full years of continuous service up to a maximum of 22 weeks salary. For regular part-time Employees, a year of service shall be defined as a period of 1725 hours worked.
5. Employees who select severance will not be eligible for rehire by the Employer for the period of time equal to the number of weeks of severance paid to the Employee,

unless the Employee repays the Employer the difference, if any, between the time they were unemployed and the length of time for which severance was paid.

- 6. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
- 7. The amount of severance calculated and paid will be reduced by the amount of any retirement allowance payable under Article 21.

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For the Employer  
Date: \_\_\_\_\_

For the Union  
Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**VICTORIAN ORDER OF NURSES  
(Employer )**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL 61  
(Local )**

**RE: ADDITIONAL OR EXPANDED PROGRAMS**

If during the term of this agreement the employer expands existing programs or introduces new programs that require amendments to the hours of work and scheduling provisions in the Collective Agreement, the parties will meet to negotiate these amendments as applicable. The subject of these negotiations would be inclusive of, but not necessarily limited to, daily and weekly hours of work, on-call and call-back, and weekend, evening and night tours.

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For the Employer

Date: \_\_\_\_\_

For the Union

Date: \_\_\_\_\_