Collective Agreement

between

Alberta Health Services
Covenant Health

and

Alberta Union of Nurse Practitioners

For the period

October 12, 2023 to March 31, 2024

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COLLECTIVE AGREEMENT MADE THIS 12TH DAY OF OCTOBER 2023,

BETWEEN

ALBERTA HEALTH SERVICES
(Hereinafter referred to as the "Employer")

COVENANT HEALTH
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

ALBERTA UNION OF NURSE PRACTITIONERS
(Hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE

The Parties have demonstrated their commitment to working together by entering into this Collective Agreement, that sets forth rates of pay, hours of work, and other terms and conditions of employment that enable a service culture, achievement of performance goals, development of the Employers' workforce, support of Employee satisfaction, quality patient care and safety outcomes, and focused attention on Employee health and work-life balance.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Union and the Employer exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2024, and from year-to-year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Agreement.

1.02 This Collective Agreement shall continue in full force and effect until either:

(a) a settlement is agreed upon and a new Collective Agreement is ratified;

(b) if a settlement is not agreed upon, a new Collective Agreement is executed in accordance with the *Labour Relations Code*; or

(c) a strike or lockout commences.

ARTICLE 2

CONSTRUCTION AND INTERPRETATION

2.01 The Preamble to this Collective Agreement does not form part of this Collective Agreement. It shall not be binding upon the Parties, give rise to any enforceable rights or obligations, or control the meaning or interpretation of any of the provisions of this Agreement.

2.02 Any and all Section headings and Article headings in this Collective Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

2.03 Nothing in the operation of this Collective Agreement or any Article herein shall serve or be construed as a limitation of the rights of the Employer or the Employee under the *Employment Standards Code*, RSA 2000, c E-9 and its Regulations, as updated and amended from time to time, or otherwise at law.

2.04 The operation of an Article of this Collective Agreement shall not be construed as a violation of any provision set out elsewhere in this Collective Agreement. In the event of a clear conflict between the operation of an Article and another provision of this Collective Agreement, the Article shall be construed in such a manner as to negate or minimize such a conflict.

ARTICLE 3

DEFINITIONS

3.01 "Arbitration" means the process of collective agreement arbitration as set out in Part 2, Division 22 of the *Labour Relations Code*, RSA 2000, c L-1 and its Regulations, as updated and amended from time to time.

3.02 "Bargaining Unit" means the bargaining unit described in the applicable Alberta Labour Relations Code Certificates C1984-2021 and C1986-2021 as "All nurse practitioners performing advanced nursing care or nursing instruction."

3.03 "Basic Rate of Pay" means the step in the scale applicable to the Employee as set out in the Salary Appendix, inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.

3.04 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the Employee's time of hire, the Employer shall assign the Employee to one (1) of the following categories: Regular Employee, Casual Employee or Temporary Employee, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

(a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

(i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 12: Hours of Work.

(ii) "Part-time Employee" is one who is regularly scheduled for less than the specified hours in Article 12: Hours of Work.

(b) "Casual Employee" is one who works on a call-in basis at the Employer's discretion and is not regularly scheduled, except as mutually agreed. The following Articles shall not apply to Casual Employees:

(i) Article 9: Seniority
(ii) Article 19: Probationary Period and Orientation
(iii) Article 22: Employee Benefits
(iv) Article 24: Vacation
(v) Article 25: Leave of Absence
(vi) Article 26: Salary Continuance / Sick Leave
(vii) Article 28: Pension Plan
(viii) Article 32: Discipline, Dismissal and Resignation
(ix) Article 34: Layoff & Recall

(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; or

(ii) to replace a Full-time or Part-time Employee who is on approved leave of absence; or

(iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury.

3.05 "Employer" shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.

3.06 "FTE" means full-time equivalent.

3.07 "Professional College" means the college of a regulated profession in accordance with the *Health Professions Act*, RSA 2000, c H-7 and its Regulations, as updated and amended from time to time. For Nurse Practitioners subject to this Collective Agreement, the applicable Professional College is the College of Registered Nurses of Alberta ("CRNA").

3.08 "Shift" means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.

3.09 “Site” means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.

3.10 “Union” means the Alberta Union of Nurse Practitioners.

3.11 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

ARTICLE 4

UNION RECOGNITION

4.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees included in the Bargaining Unit.

4.02 The Union shall supply the names of any Site Representative or Union Representative to the Employer in writing, and the Employer shall recognize any such named person in that role.

4.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.04 Any Union Representative may be permitted on the Employer’s premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer. Such permission shall not be unreasonably denied or withheld.

ARTICLE 5

UNION MEMBERSHIP AND DUES DEDUCTIONS

5.01 The Employer shall deduct the membership dues and levies as set by the Union from each Employee’s Gross Earnings, exclusive of disability benefits, on a bi-weekly basis, unless the Employer payroll system is on a monthly basis, in which case, deductions will be taken monthly. Those dues shall be remitted to the Union’s Provincial Office, or other authorized representative in a timely manner.

5.02 The Employer shall continue to deduct applicable Union dues and levies from an Employee for the duration of any period when the Employee is on any leave of absence with pay, including but not limited to sick leave.

5.03 The Union shall give the Employer no less than thirty (30) days’ notice of any Special Assessment deduction, any new membership dues, or any change to any existing membership dues or levies, which the Employer is required to deduct pursuant to this Collective Agreement.

5.04 A remittance under this Article must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings, whether they are newly hired or have been terminated and their site(s) and/or practice area(s). The remittance must be accompanied by a report in writing and in accordance with a Union dues report template format that has been agreed to by both Parties.

5.05 The Employer shall record the amount of Union dues deducted on all applicable T4 forms which it issues to Employees for income tax purposes.

5.06 The Employer shall provide the Union, on a bi-weekly basis, with a list in writing of all new Employees, including their respective site(s) and/or program(s).

5.07 The Employer shall include on its internal website a link to the Union's website.

ARTICLE 6

MANAGEMENT RIGHTS

6.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.

6.02 The Employer will exercise its rights in a manner which is professional and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 7

NO STRIKE, LOCKOUT, OR SLOWDOWN

7.01 There shall be no strike, lockout, or slowdown authorized by the Union for Employees of the Employer during the term of this Collective Agreement or while this Collective Agreement remains in effect.

7.02 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the term of this Collective Agreement, the Union shall instruct the Employee to do the following:

(a) return to work immediately;

(b) perform their duties faithfully; and,

(c) resort to the grievance procedure established herein for the settlement of any difference or grievance.

ARTICLE 8

JOINT COMMITTEE

8.01 The Parties recognize the value of continuing joint discussions related to the ongoing administration of this Collective Agreement. The Parties agree to create a standing Joint Committee for the purpose of addressing issues in connection with the ongoing administration of this Collective Agreement.

8.02 The Parties shall appoint representatives to the Joint Committee within ninety (90) days of the ratification of this Collective Agreement.

8.03 The Joint Committee shall meet every three (3) months, or as otherwise mutually agreed upon between the Parties, to discuss and attempt to resolve issues in connection with the administration of this Collective Agreement and shall operate on a consensus basis in making recommendations to their principals.

8.04 The Joint Committee shall establish Terms of Reference outlining, among other items, the purpose of the Joint Committee, Committee membership, and the reporting relationships for each of the Parties.

ARTICLE 9

SENIORITY

9.01 An Employee's continuous service within the bargaining unit shall include their service as a Nurse Practitioner providing advanced nursing care or nursing instruction with the Employer, as well as service with any Employer with a bargaining relationship with the Union, provided that the collective agreement with that Employer contains a reciprocal clause and there has been no break in the Employee's service for longer than six (6) months.

9.02 The Employer shall consider an Employee's seniority in its decision-making, specifically including but not limited to instances when:

(a) promoting and transferring within the bargaining unit, subject to the provisions specified in Article 18: Vacancies, Appointments, and Transfers of this Collective Agreement; and

(b) making layoffs and recalls, subject to the provisions specified in Article 34: Layoff and Recall of this Collective Agreement.

9.03 The Employer shall consider an Employee's seniority and continuous service broken, with all of the Employee's associated seniority rights forfeited, and there shall be no obligation for the Employer to rehire the Employee:

(a) when the Employee resigns;

(b) upon the expiry of twelve (12) months following the Employee layoff during which time the Employee has not been recalled to work; or

(c) when an Employee does not return to work on recall, subject to the provisions of Article 34: Layoff and Recall of this Collective Agreement.

9.04 **Seniority Lists**

(a) The Employer shall be responsible for creating seniority lists and providing such lists to the Union.

(b) The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file.

(c) Where an Employee claims prior service in connection with seniority, the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(d) Where two or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.

(e) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

(f) In the case of a Regular Employee or Temporary Employee entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out-of-scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority shall continue to accrue as if there had been no break in service within the bargaining unit. This provision shall apply to an Employee who becomes a member of the Union.

(g) An Employee who has accrued seniority with the Employer under the terms of this Collective Agreement shall be entitled to maintain their previous seniority date provided that there has not been a continuous break of six (6) months or more in the Employee's employment.

ARTICLE 10

JOB DESCRIPTIONS

10.01 The Employer shall prepare a job description for each Nurse Practitioner position in the bargaining unit. Copies of such job descriptions shall be made available to Employees and may be provided to the Union upon request.

ARTICLE 11

SALARIES AND INCREMENTS

11.01 **Salaries**

(a) All Employees covered by this Collective Agreement shall be paid in accordance with the Basic Rates of Pay as set out in the Salary Appendix.

11.02 **Recognition of Previous Experience**

(a) When an Employee has previous experience as a Nurse Practitioner that is satisfactory to the Employer, it shall be recognized on a one-for-one basis, and the Employee's starting salary shall be adjusted up to the top increment in the salary scale.

11.03 **Increments**

(a) Subject to any of the other terms of this Collective Agreement providing for the withholding or delaying in granting of an increment, an Employee's Basic Rate of Pay will be advanced one increment upon the completion of each period of two thousand and twenty-two point seven five (2,022.75) hours worked, until reaching the maximum increment.

(b) The following shall be considered as "hours worked" for the purposes of calculating increments in accordance with this Article:

(i) All hours worked and paid at Basic Rate of Pay;

(ii) Leaves of absence for Union Business;

(iii) Leaves of absence of thirty (30) consecutive days or less;

(iv) Time on sick leave/salary continuance with pay;

(v) Absences while receiving Workers' Compensation; and,

(vi) Vacation.

ARTICLE 12

HOURS OF WORK

12.01 **Standard Hours of Work**

(a) The standard hours of work for a Full-time Employee, exclusive of meal periods, shall be:

(i) seven point seven five (7.75) hours per day;

(ii) seventy-seven point five (77.5) hours in a fourteen (14) day period; and

(iii) two thousand and twenty-two point seven five (2022.75) hours per annum.

(b) The standard hours of work for a Part-time Employee, exclusive of meal periods, shall be:

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

(ii) less than seventy-seven point five (77.5) hours in a fourteen (14) day period; and

(iii) less than two thousand and twenty-two point seven five (2022.75) hours per annum.

(c) Hours of work for a Casual Employee shall be:

(i) up to seven point seven five (7.75) hours per day; or

(ii) up to the modified workday schedule shift length.

12.02 **Modified Hours of Work**

(a) The standard hours of work may be modified by the Employer to best meet the operational requirements of the work area.

(b) An Employee may request to work a modified workday schedule. The Employer will consider all reasonable requests and inform the Employee of its decision.

(c) Where the Employer has implemented a modified workday schedule, this must be documented in writing, with a copy provided to the Union.

(d) The modified hours of work, exclusive of meal periods, shall be up to twelve (12) hours per day.

(e) Any modifications that exceed the:

(i) twelve (12) hours per day; and/or,

(ii) two thousand and twenty-two point seven five (2,022.75) annual hours of work,

must be approved by the Union. Where there are changes to the calculation of entitlements, this will be documented in the agreement.

12.03 The scheduled hours of work may be worked flexibly, including self-scheduling, by agreement between the Employee(s) and Employer. Such flexibility will not incur any additional costs to the Employer.

12.04 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant addition of one (1) hour which will be paid at the applicable rate of pay. On the date fixed by the Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 13

OVERTIME

13.01 The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for work authorized by the Employer and performed by the Employee for those hours worked in excess of:

(a) seven point seven five (7.75) hours in a day; or

(b) a modified workday scheduled shift.

13.02 Where overtime arises as a result of unforeseeable circumstances in which it is impossible for the Employee to obtain prior authorization from the Employer, the Employer shall not unreasonably deny authorization for such overtime work after it has been performed.

13.03 The Employer shall allow Employees, by mutual agreement with the Employer in writing, to waive the overtime provisions of this Collective Agreement for additional Casual work performed outside of an Employee's regular practice area and in excess of a one point zero (1.0) FTE designation.

13.04 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight and three-

quarter (38 ¾) hours. Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to February 1, and shall not be unreasonably denied.

ARTICLE 14

SHIFT PREMIUMS

14.01 **Evening and Night Shift Premiums**

(a) An evening shift premium of $2.75 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or

(ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.

(iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no shift premium will be paid.

(b) A night shift premium of $5.00 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

(ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

(c) No Employee shall receive payment under Articles 14.01(a) and 14.01(b) concurrently.

14.02 **Weekend Premium**

(a) A weekend premium of $3.25 per hour shall be paid:

(i) to Employees working a Shift wherein the majority of such Shift falls within a 64-hour period commencing at 1500 hours on a Friday; or

(ii) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64-hour period commencing at 1500 hours on a Friday.

(iii) to Employees working all overtime hours which fall within the 64-hour period commencing at 1500 hours on a Friday.

14.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

14.04 Where applicable, the evening or night shift premium can be stacked with the weekend premium.

ARTICLE 15

PRECEPTOR ALLOWANCE

15.01 (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 Nurse Practitioner assigned by the Employer as a preceptor shall receive an additional sixty-five cents ($0.65) per hour.

(c) "Preceptor" shall mean an Employee who is assigned to supervise, educate, and evaluate students.

ARTICLE 16

ON-CALL AND CALL-BACK

16.01 **On-Call Duty**

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

(b) The Employer shall prescribe any regulations or procedures for administering the on-call duty and roster. The on-call duty roster shall be posted in advance of the on-call period.

(c) Where the Employer requires an Employee to carry an electronic device while on-call, such electronic device shall be supplied by the Employer.

(d) The Employer shall pay an Employee who is assigned on-call duty:

(i) three dollars and thirty cents ($3.30) per hour on a regular workday, and

(ii) four dollars and fifty cents ($4.50) per hour on Saturday, Sunday or on a Named Holiday.

(e) On-call duty pay ceases for the hours an Employee receives call-back pay.

16.02 **On-Site Call-Back**

(a) Where an Employee is called back to duty to the workplace on-site during the Employee's call-back period, the Employee shall be paid two times (2X) the Basic Rate of Pay for all hours worked during the call-back from the time of the Employee's arrival or for three (3) hours, whichever is longer.

(b) An Employee called back to duty to the workplace will be permitted to leave upon completion of the reason for which they were called back. However, any further requests received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

16.03 **Remote Call-Back**

(a) Where an Employee is authorized by the Employer to handle job-related matters without returning to the workplace and is able to complete the call-back assignment remotely, the Employee shall be paid two times (2X) the Basic Rate of Pay for the total cumulative time spent on remote call-back during the on-call period or for three (3) hours, whichever is longer.

16.04 Employees may exchange on-call shifts among themselves with the written approval of their supervisor.

16.05 An Employee who is called back for duty shall be reimbursed for reasonable, necessary, and substantiated transportation expenses in accordance with Article 17: Transportation and Travel Expenses.

ARTICLE 17

TRANSPORTATION AND TRAVEL EXPENSES

17.01 The Parties agree that the Alberta Health Services "Travel, Hospitality, and Working Session Expenses" Policy shall apply to eligible Employees covered by this Collective Agreement.

17.02 The Parties agree that the Covenant Health "Travel, Hospitality, and Working Session Expenses – Approval, Reimbursement, and Disclosure" Policy shall apply to eligible Employees covered by this Collective Agreement.

17.03 An Employee may claim a per diem allowance of seven dollars and thirty-five cents ($7.35) for each twenty-four (24) hour period while they are away from home for the purpose of conducting business required or authorized by their Employer.

ARTICLE 18

VACANCIES, APPOINTMENTS, AND TRANSFERS

18.01 Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than seven (7) calendar days in advance of making an appointment.

18.02 Where circumstances require the Employer to fill a posted vacancy before the expiry of seven (7) calendar days, the appointment shall be made on a Temporary or Casual basis only.

18.03 The posted notice of the vacancy shall contain, at minimum, the following information:

(a) duties of the position;

(b) qualifications required;

(c) hours of work;

(d) status of position, and expected term if a temporary position;

(e) salary; and

(f) current Site(s), for information purposes only.

18.04 Within seven (7) calendar days of any such posting, the Employer shall forward copies of the postings for all posted vacant positions within the bargaining unit to the Union office.

18.05 Applications for vacancies shall be made, in writing, in the format as indicated by the Employer.

18.06 The Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

18.07 Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the Employee in writing and reasons shall be given, then the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay and benefits to which the Employee would be entitled had they remained in their former position.

18.08 Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated to Casual Employee status.

18.09 During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the Employee and the Employer.

18.10 If all applicants for a vacancy are Casual Employees, then skills, knowledge, experience, performance, and qualifications applicable to the position shall be the primary considerations. Where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

18.11 In making appointments and transfers, licensure, skills, knowledge, experience, performance, and qualifications applicable to the position shall be the primary considerations. Where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

18.12 Upon request of either Party, the Employer and Union shall meet (in-person, online or via telephone) to discuss the criteria utilized in awarding an appointment or transfer.

18.13 All transfers shall be on a trial basis. The transferred Employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours worked, exclusive of overtime, in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement in

writing between the Union and the Employer. The Employer shall provide an evaluation of the Employee prior to the completion of the trial period. Should such Employee fail to succeed or request to return to their former position or status during the aforementioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position or status or, if such reinstatement is not possible, place the Employee in an equivalent or other suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay and benefits to which the Employee would be entitled had they remained in their former position or status.

18.14 An Employee who is transferred to a position outside of the Bargaining Unit for a period of not more than one year, or who is seconded to teach for a given academic year, shall maintain their same level of seniority, service, and benefits upon their return to the Bargaining Unit.

ARTICLE 19

PROBATIONARY PERIOD AND ORIENTATION

19.01 (a) A new Employee shall serve a probationary period of one thousand and seven point five (1,007.5) hours worked, inclusive of overtime but exclusive of training and orientation hours worked, for each period of continuous employment not interrupted by termination or dismissal.

(b) The Employer may extend the probationary period up to an additional one thousand and seven point five (1,007.5) hours worked, inclusive of overtime but exclusive of training and orientation hours worked.

(c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code* and its *Regulations*.

(d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to such termination.

19.02 The Employer shall provide an evaluation to each probationary Employee prior to the completion of their probationary period. The evaluation shall notify the Employee of any deficiencies and shall provide the Employee with an opportunity to correct them during the probationary period.

19.03 The Employer shall provide a paid orientation to all new Employees the form and duration of which shall be determined by the Employer in consideration of the operational requirements of the applicable work area and the knowledge, skills, and abilities of the new Employee.

19.04 The Employer shall provide a paid re-orientation to an Employee who is absent from work for six (6) months or more the form and duration of which shall be determined by the Employer in consideration of the operational requirements of the applicable work area and the knowledge, skills, and abilities of the returning Employee.

19.05 The Employer shall share the link to the Union's website to new Employees during their orientation process.

ARTICLE 20

PERFORMANCE DEVELOPMENT AND REVIEW

20.01 The Employer shall maintain a performance development process to provide the Employee with a performance review no less than once in a twenty-four (24) month period.

20.02 The performance review is an opportunity for the Employee and their immediate supervisor to:

(a) review the duties, responsibilities, and expectations of the role;

(b) discuss and evaluate current and past performance; and

(c) establish individual development plans.

20.03 Where appropriate, the performance review may include written feedback from multiple sources, including the Employee's colleagues.

20.04 The completed performance review will be documented in writing and placed in the Employee's personnel file. The Employee shall be provided with a copy.

20.05 When a performance review has not been conducted within a twenty-four (24) month period:

(a) the Employee shall be deemed to have met the Employer's expectations; and

(b) the Employee may request that a performance review be conducted, and the Employer shall grant any such request in a timely manner.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

21.01 **Professional Development Days, effective April 1, 2024:**

(a) All Regular Employees shall be granted a maximum of three (3) professional development days of up to seven point seven five (7.75) hours each, annually for professional development related to advanced nursing care or nursing instruction, at the Basic Rate of Pay.

(b) An Employee shall make any applications in writing for such paid professional development days to the Employer as early as possible in advance of the requested day, and such request shall not be unreasonably denied by the Employer.

(c) Days not used in each fiscal year shall not be carried forward into subsequent years.

21.02 **Mandatory Educational Sessions**

(a) The Employer reserves the right to require specific educational sessions as mandatory for Employees. Employees required to attend mandatory education sessions shall be paid at the applicable rate of pay for attendance.

(b) The cost of course materials and/or fees for a mandatory educational session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory.

ARTICLE 22

EMPLOYEE BENEFITS

22.01 The Employer shall continue to provide the Health Benefits Trust of Alberta (HBTA) Benefit Plans, or equivalent, for all eligible Employees:

(a) Regular Full-time Employees;

(b) Regular Part-time Employees, who are regularly scheduled to work a minimum of fifteen (15) hours per week; and

(c) Temporary Employees with a term of employment of at least six (6) months and who are regularly scheduled to work a minimum of fifteen (15) hours per work.

22.02 Regular and Temporary Part-time Employees who are not regularly scheduled to work a minimum of fifteen (15) hours per week, Temporary Employees with a term of employment less than six (6) months, and Casual Employees, are not eligible to participate in the Employee Benefit Plans.

22.03 (a) Alberta Health Services shall maintain the existing non-union exempt employees Flex Benefit Program, for eligible Employees until December 31, 2023.

(b) Covenant Health shall maintain the existing Out of Scope Employees benefit plan for eligible Employees until December 31, 2023.

22.04 **Effective January 1, 2024:**

(a) Alberta Health Services shall adopt a NUEE-like Flex Benefit Program, for eligible Employees, including salary continuance.

(b) Covenant Health shall adopt an Out of Scope-like benefit plan for eligible Employees, including sick leave and the bridging benefit.

ARTICLE 23

NAMED HOLIDAYS

23.01 The following days will be recognized as a "Named Holiday":

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

and any day proclaimed to be a holiday by:

(i) The Government of the Province of Alberta; or

(ii) The Government of Canada.

23.02 **Entitlement**

(a) An Employee shall not be entitled to a day off with pay, or to payment in lieu, in connection for a Named Holiday where that Employee is:

(i) on layoff;

(ii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days;

(iii) on an unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the long-term disability income insurance plan; or

(iv) on a leave of absence in excess of thirty (30) calendar days for any reason.

23.03 **Regular Full-time Employees**

(a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for each Named Holiday.

(b) Where the Employee is required to work on a Named Holiday, they shall be paid for all hours worked on the Named Holiday at one point five times (1.5X) their Basic Rate of Pay plus:

(i) an alternate day off with pay to be taken as the Employer and the Employee may agree on; or

(ii) payment at the Employee's Basic Rate of Pay.

(c) Full-time Employees who are in the employ of the Employer on July 1st shall be granted an additional holiday as a Floater Holiday. The Floater Holiday will be loaded into the Employer pay system on January 1st of each year and will be scheduled at a time mutually agreed upon between the Employer and Employee. If the Floater Holiday is not taken by the last day of December in any given year, the Floater Holiday will be paid at the Employee's Basic Rate of Pay.

(d) A Full-time Employee who is obliged to work overtime on:

(i) Christmas Day or the August Civic Holiday (Alberta) shall be paid for all hours worked on the Named Holiday at three times (3X) the Employee's Basic Rate of Pay; or

(ii) a Named Holiday other than Christmas Day or the August Civic Holiday (Alberta) shall be paid for all hours worked on the Named Holiday at two point five times (2.5X) the Employee's Basic Rate of Pay.

23.04 **Part-time, Temporary and Casual Employees**

(a) Part-time, Temporary and Casual Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5.0%) of their Basic Rate of Pay in lieu of Named Holidays.

(b) Part-time, Temporary and Casual Employees required to work on a Named Holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the Named Holiday.

23.05 An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's Basic Rate of Pay.

ARTICLE 24

VACATION

24.01 **Vacation Entitlement**

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:

(a) Regular Full-time Employees shall earn vacation with pay calculated in hours in accordance with the following:

(i) during the first (1st) year of continuous employment, an Employee earns a vacation at the rate of fifteen (15) working days (one hundred and sixteen point two five (116.25) hours);

(ii) during the second (2^{nd}) to ninth (9th) years of continuous employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred and fifty-five (155) hours);

(iii) during the tenth (10th) to nineteenth (19th) years of continuous employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred and ninety-three point seven five (193.75) hours); and

(iv) during the twentieth (20th) and subsequent years of continuous employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred and thirty-two point five (232.5) hours).

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

Employer paid hours at the Basic Rate of Pay x The applicable % outlined below = Number of paid vacation hours to be taken

(i) six percent (6%) during the first (1st) year of continuous employment; or

(ii) eight percent (8%) during the second (2nd) to ninth (9th) years of continuous employment; or

(iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) years of continuous employment; or

(iv) twelve percent (12%) during the twentieth (20th) and subsequent years of continuous employment.

(c) Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of vacation. Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

(d) No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have their vacation entitlements reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.

24.02 **Supplementary Vacation**

(a) Subject to Article 24.03, the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to an Employee achieving a subsequent supplementary vacation entitlement shall lapse.

(b) An Employee shall earn an additional one-time (5) working days (thirty-eight point seven-five (38.75) hours) of supplementary vacation with pay upon reaching each of the following employment anniversary dates:

(i) Twenty-five (25) years of continuous service;

(ii) Thirty (30) years of continuous service;

(iii) Thirty-five (35) years of continuous service;

(iv) Forty (40) years of continuous service;

(v) Forty-five (45) years of continuous service.

24.03 **Time of Vacation**

(a) The vacation year runs from April 1st through March 31st.

(b) As much as possible, Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation schedule planner. Where an Employee submits their vacation preference by February 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.

(c) When an Employee submits a written vacation request after March 31st, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.

(d) Seniority shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

(e) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.

(f) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

(g) An Employee required by the Employer to return to work during their vacation will receive one point five times (1.5X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

24.04 **Vacation Time on Unscheduled Days**

Regular Part-time Employees may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has sufficient vacation hours accrued in their bank at the start of their approved block. This arrangement will not be considered a payout but instead will be coded and paid as regular vacation.

24.05 **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer signatory to a Collective Agreement containing this provision, such Employee shall accrue vacation entitlement as though their employment has been continuous. At the request of the Employee, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

24.06 **Vacation Pay on Termination**

(a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 33: Termination, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.

(b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.

ARTICLE 25

LEAVE OF ABSENCE

25.01 In addition to other leaves of absence that may be granted by legislation or the Employer's policy, eligible Employees may request the following leaves of absence:

(a) Leaves of absence without pay:
- General Leave
- Maternity Leave
- Parental Leave
- Compassionate Care Leave
- Critical Illness Leave
- Death or Disappearance of a Child Leave
- Domestic Violence Leave
- Military Leave
- Citizenship Ceremony Leave
- Public Affairs Leave

(b) Leaves of absence with pay or no loss of regular earnings:
- Personal Leave
- Union Business Leave
- Negotiations Leave
- Bereavement Leave
- Funeral / Memorial Ceremony Leave
- Court Appearance Leave
- Living Organ Donor Leave

25.02 **Leaves of Absence Without Pay**

(a) Subject to approval by the Insurer(s), the Employee may elect to maintain benefit coverage of contributory plans, provided that the Employee makes prior

arrangements to pay full premium costs. Pension contributions will be suspended. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

(b) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position; except in cases of extenuating circumstances acceptable to the Employer.

(c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

(d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.

(e) An Employee on a leave of absence without pay shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an alternate position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.

25.03 **General Leave**

(a) Requests for a leave of absence, without pay or benefit of Employer contributions, may be granted to an Employee at the discretion of the Employer. Such requests shall be made in writing with as much advanced notice as possible. Such requests shall include the reason for the leave, the last working day, and the date of return to work.

(b) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. The Employer will reply in writing to a request for a leave of absence.

25.04 **Maternity Leave**

(a) A pregnant Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least fourteen (14) calendar days' advance notice, be granted Maternity Leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee 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 EI SUB Plan benefits or LTD. Maternity Leave shall not exceed sixteen (16) weeks.

(c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. If Maternity Leave has not already commenced in accordance with Article 25.04(a), such Maternity Leave shall commence on the date that the pregnancy ends. Such Maternity Leave shall end sixteen (16) weeks after the commencement of the leave.

25.05 **Parental Leave**

(a) An Employee who has completed ninety (90) days' continuous employment shall, with at least fourteen (14) calendar days' written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental Leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental Leave shall not exceed sixty-two (62) consecutive weeks unless mutually agreed otherwise between the Employer and the Employee.

(b) The Employee may commence Parental Leave:

(i) following the end of their sixteen (16) weeks Maternity Leave; or

(ii) up to two (2) weeks prior to the expected delivery date of the child; or

(iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or

(iv) upon one (1) day's notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

(c) An Employee requesting an extension of Parental Leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

25.06 **Compassionate Care Leave**

(a) An Employee who has completed at least ninety (90) days of employment, shall be entitled to a leave of absence without pay, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a

significant risk of death within twenty-six (26) weeks from the commencement of the leave.

(b) Qualified relative for Compassionate Care Leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and *Regulation*.

(c) At the request of the Employee, Compassionate Care Leave may be taken in one (1) week increments.

(d) Notwithstanding Article 25.01(a), an Employee shall apply for Compassionate Care Leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(e) The Employee may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

25.07 **Critical Illness Leave**

(a) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay or benefits:

(i) for a period of up to thirty-six (36) weeks to care for their critically ill child; or,

(ii) for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.

(b) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for parents of critically ill child leave under the *Alberta Employment Standards Code* and *Regulation*.

(c) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for Critical Illness Leave under the *Alberta Employment Standards Code* and *Regulation*.

(d) At the request of the Employee, Critical Illness Leave may be taken in one (1) week increments.

(e) Notwithstanding Article 25.03(a), an Employee shall apply for Critical Illness Leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(f) The Employee may be required to submit to the Employer satisfactory proof demonstrating the need for Critical Illness Leave.

25.08 **Death or Disappearance of a Child Leave**

(a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.

(b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.

(c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take death or disappearance of a child leave:

(i) begins on the day on which the death or disappearance occurs, and

(ii) ends on the earliest of:

(A) the length of the leave specified in Article 25.08(a) or (b); or,

(B) in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period; or,

(C) on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.

(iii) An Employee who wishes to take Death or Disappearance of a Child Leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

(iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

25.09 **Domestic Violence Leave**

(a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.

(b) An Employee may access applicable leaves of absence or banks such as personal leave, court appearance leave, vacation, named holidays, and general leave without pay.

(c) Personal information concerning domestic violence will be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

(e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for Domestic Violence Leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

25.10 **Military Leave**

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

25.11 **Citizenship Ceremony Leave**

(a) An Employee who has completed ninety (90) days of employment is entitled to one-half (½) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada). Requests for such leaves shall be made in accordance with Article 25.03.

25.12 **Public Affairs Leave**

(a) An Employee who is seeking to become a political candidate or hold a public affairs position, must first:

(i) Disclose their potential conflict of interest to their manager; and,

(ii) Submit a Conflict of Interest Declaration form through the Employer's standard process.

(b) As every situation will depend on its facts, the Employer will provide further guidance on whether the Employee may continue working, be granted leave without pay or must terminate their employment with the Employer.

(c) In the event an Employee is elected to the Legislative Assembly of Alberta, the following provisions shall apply:

(i) The Employee will be deemed to have resigned effective the date of the election.

(ii) Within six (6) months of ceasing to hold political office, the former Employee may provide twenty-eight (28) days' notice of readiness to return to work.

(iii) The Employer agrees to reinstate the former Employee to a similar position from which they resigned, provided the former Employee has maintained their professional designation with the appropriate College.

(iv) The former Employee shall be reinstated with seniority according to the original seniority date.

(v) The former Employee's increment date shall be as at the date of resignation.

(vi) The Employer shall reinstate sick leave credits (if applicable) that existed prior to the former Employee's resignation.

(vii) Upon reinstatement, the Employee shall begin accruing vacation and supplementary vacation at the appropriate levels as before their resignation.

(viii) Local Authority Pension Plan (LAPP) contributions shall cease effective the date of resignation. Subject to LAPP regulations, contributions shall commence on the first day of the reinstatement.

25.13 **Bereavement Leave**

(a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé).

(b) For the first (1st) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days where travel is required. Bereavement

Leave may include normal days off and/or vacation but no additional payment is due therefore.

(c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of Bereavement Leave when they are entitled to that Bereavement Leave.

25.14 **Funeral / Memorial Ceremony Leave**

(a) In the event of a death of a close friend or another relative not defined as part of the Employee's immediate family as per Article 25.13(a), the Employer may grant up to one (1) working day off with pay to attend the funeral service or memorial ceremony.

25.15 **Personal Leave**

(a) Regular Employees and Temporary Employees with an employment term greater than twelve (12) months shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.

(b) The number of personal leave days are determined by the FTE as of April 1st of each year.

(i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to seven point seven five (7.75) hours each;

(ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to seven point seven five (7.75) hours each;

(iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of up to seven point seven five (7.75) hours.

(c) Personal Leave days are granted per incident as a full day.

(d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.

(e) New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st the following year.

25.16 **Union Business Leave**

(a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.

(b) The Employer shall not unreasonably deny a leave of absence request for an Employee elected or appointed or authorized by the Union to represent the Union at conventions, workshops, institutes, seminars, schools or to attend meetings as a member of the Union's Board.

(c) When a Union Leave request has been approved or granted, the Union agrees to reimburse the Employer for the total cost of the absence, including the applicable shift premium and an amount determined by the Employer to cover the cost of pension and benefits, plus a 15% administration fee.

25.17 **Negotiations Leave**

(a) The Employer shall grant Negotiations Leave to an Employee elected or appointed to the Union Bargaining Committee, for them to participate in negotiations with the Employer. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.

(b) When a Union Leave request has been approved or granted, the Union agrees to reimburse the Employer for the total cost of the absence, including the applicable shift premium and an amount determined by the Employer to cover the cost of pension and benefits, plus a 15% administration fee.

25.18 **Court Appearance Leave**

(a) In the event an Employee is required to appear before a court of law as a member of 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 suffer no loss of regular earnings for the scheduled shift(s) so missed.

(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.

25.18 **Living Organ Donor Leave**

(a) The Parties agree that the Alberta Health Services "Living Organ Donor Wage Replacement" Policy will apply to eligible Employees covered by this Collective Agreement.

ARTICLE 26

SALARY CONTINUANCE / SICK LEAVE

26.01 The Employer shall provide salary continuance or sick leave with pay as applicable to Regular Employees for an illness, injury, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, RSA 2000, c W-15 and its Regulations, as updated and amended from time to time.

26.02 A Regular Employee's sick leave benefits shall not accrue during periods where the Employee is ill, injured, quarantined, or subject to a non-compensable accident under the *Workers' Compensation Act*, RSA 2000, c W-15 and its Regulations, as updated and amended from time to time.

26.03 The Parties recognize and agree that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that, accordingly, a Regular Employee's absence from work due to therapy or treatment for one or more such illnesses shall be considered sick leave or eligible for salary continuance as applicable.

26.04 Upon the ratification of this Collective Agreement, the Employer shall continue the provision of salary continuance or sick leave as applicable:

(a) **Salary continuance** (Applicable when AHS is the Employer)

(i) A Regular Employee who has completed the first three (3) months of their employment shall be eligible for coverage under the AHS Salary Continuance provision, which provides leave with one hundred percent (100%) of regular pay for any *bona fide* continuous absence due to illness or injury, to a maximum of sixteen (16) weeks of continuous absence.

(ii) When a Regular Employee has already used their maximum of sixteen (16) weeks of benefits under the AHS Salary Continuance provision and that Employee suffers from a subsequent illness or disability within the same calendar year, the Employee shall maintain a maximum of sixteen weeks of salary protection but the period paid at 100% will be replaced with 80% for the length of the previous illness or injury period already paid that year.

(iii) A Part-time Employee or a Temporary Employee with an employment term greater than six (6) months, shall have a maximum of sixteen (16) calendar weeks of benefits under the AHS Salary Continuance provision based on their FTE.

(iv) A Regular Employee's benefits under the AHS Salary Continuance provision shall be replenished at 100% for a maximum of sixteen (16) calendar weeks on:

A. January 1 of the respective calendar year if the Employee is actively at work on January 1 of the respective calendar year; or

B. the date that the Employee has been actively at work for two (2) calendar weeks if the Employee is not actively at work on January 1 of the respective calendar year.

(b) **Sick leave** (Applicable when Covenant Health is the Employer)

(i) A Regular Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 ½) days for each full month of employment up to a maximum of one-hundred and twenty (120) working days at which time sick leave accrual, will cease until such time as the total accumulation is reduced below the maximum.

(ii) A Regular Employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.

(iii) Sick leave credits shall accrue for the first month during periods of illness, injury, layoff and/or leaves of absence in excess of one (1) month.

ARTICLE 27

WORKERS' COMPENSATION

27.01 The Employer shall continue current practices related to Workers' Compensation supplement. In the case of:

(a) **Alberta Health Services**
Workers' Compensation supplement is available while the Employee is eligible for 100% salary continuance.

(b) **Covenant Health**
Workers' Compensation supplement is available while the Employee has sufficient sick leave credits in an amount proportionate to the Workers' Compensation supplement paid by the Employer.

27.02 An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the Workers' Compensation supplement shall be deemed to be on a leave of absence without pay. Once an Employee is deemed to be on a leave of absence without pay, the Employer shall administer wage replacement benefits as approved by the Workers' Compensation Board in accordance with the *Workers' Compensation Act* less any required deductions.

ARTICLE 28

PENSION PLAN

28.01 The Employer shall contribute to the Local Authorities Pension Plan, or equivalent, for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the Plan.

28.02 The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule.

28.03 Information outlining the Plan shall be provided to each eligible Employee.

ARTICLE 29

RESPECTFUL WORKPLACE

29.01 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious beliefs, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee or Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.

29.02 Article 29.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

29.03 The Employer shall maintain current policies and resources to support and promote a respectful workplace. Complaints shall be made in accordance with existing procedures established by the Employer.

ARTICLE 30

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. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation, or Code.

30.02 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.

30.03 The Employer shall maintain policies, procedures, and resources with the objective of addressing and ensuring a safe and respectful workplace free of harassment and violence.

30.04 **Working Alone**

(a) Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Plan. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Plan.

30.05 **Workplace Health and Safety Committee**

(a) An Employee may request to represent the Bargaining Unit on an existing Workplace Health and Safety Committee (WHS Committee) of the Employer, which shall not be unreasonably withheld or denied. The Employee shall be paid the Employee's Basic Rate of Pay for attendance at such WHS Committee meetings.

(b) A request by either Party to establish a joint WHS Committee for a given site shall not be unreasonably withheld or denied.

(c) The Employer shall provide training at no cost to all Employees on the WHS Committee to assist them in performing their duties on the WHS Committee. Training shall be paid at the Employee’s Basic Rate of Pay.

(d) Should an issue not be resolved by the WHS Committee, the issue may be referred, by the WHS Committee as a whole or by either co-chair, to the senior leader, or their designate(s) with accountability for Workplace Health and Safety. A resolution meeting between the Union and the senior leader, or designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the senior leader. The senior leader or designate(s) shall reply

in writing to the Union within twenty-one (21) calendar days of the resolution meeting.

(e) Should an issue not be resolved by the senior leader, or designate(s), the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within twenty-one (21) calendar days of the resolution meeting.

ARTICLE 31

DISPUTE RESOLUTION PROCESS

31.01 **Purpose**

(a) The Parties agree to the following dispute resolution process to address and 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.

(b) The Parties agree that the purpose of the Dispute Resolution Process is to:

(i) encourage open dialogue between the people affected by a dispute;

(ii) achieve timely and equitable resolutions to identified issues as close to the source as possible;

(iii) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;

(iv) recognize and respect the roles, interest, and accountabilities of all involved;

(v) minimize the time and costs involved in resolving disputes; and

(vi) achieve solutions that are consistent with the terms of this Collective Agreement.

31.02 **Time Periods**

(a) For the purposes of this Article, periods of time referred to in days shall be deemed to mean calendar days exclusive of Saturdays, Sundays and Named Holidays.

(b) The time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

(c) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

(d) Should the Employer fail to reply with any time limits in the Dispute Resolution Process, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

31.03 **Meetings**

(a) An Employee shall have the right to be accompanied by a Union Representative.

(b) A meeting may be held at any stage of the Dispute Resolution Process with no loss of pay for the participating Employee.

(c) The Parties agree to share information relevant to the dispute on a without prejudice basis, with the mutual goal of understanding and resolving the dispute as quickly as possible.

31.04 **Steps in the Dispute Resolution Process**

(a) **Step 1: Discuss Issue with Immediate Supervisor**

(i) An Employee who has a dispute arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement shall first discuss the issue with their Immediate Supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence.

(ii) The discussion should include an open, respectful exchange of the interests of the persons directly impacted and an exploration of potential options to resolving the dispute.

(iii) Should the dispute not be resolved, it may be advanced as a formal dispute as a formal grievance.

(b) **Step 2: Grievance Filing**

(i) An individual or group grievance shall be initiated within ten (10) days of the issue being discussed with the Immediate Supervisor and submitted in writing to the Director of the Department.

(ii) A policy grievance shall be initiated within ten (10) days of the date the Employer or the Union first became aware of, or reasonably should have become aware of, the dispute that is the subject of the grievance. The grievance shall be submitted in writing to the designated Employer or Union representative.

(iii) The grievance shall specify the details of the dispute, including, to the extent known, the Article(s), site(s), program(s), and Employee(s) affected by the grievance, as well as the desired resolution.

(iv) The Parties shall meet within twenty (20) days from the date the grievance was filed. The respondent to the grievance shall communicate their decision, in writing, within seven (7) days of the meeting.

(v) Should the dispute not be resolved, it may be advanced to Arbitration.

(vi) Alternatively, as an interim step before arbitration, the Parties may mutually agree to advance the grievance to mediation. The mediator shall be mutually agreed upon by the Union and the Employer. The fees and expenses of the mediator shall be borne equally by the Parties.

(c) **Step 3: Arbitration**

(i) The Party advancing the grievance to Arbitration shall, within twenty (20) days of the receipt of the decision at Step 2, notify the other Party in writing of its intention to submit the grievance to arbitration, and if requesting an Arbitration Board, the name of their appointee. The other Party who is in receipt of the notice, shall respond with the name of their appointee to the Arbitration Board within twenty (20) days.

(ii) The Parties shall attempt to agree upon an arbitrator or in the case of an Arbitration Board, a Chairperson, to hear the dispute. In the event that the Parties cannot agree, the Parties shall request that the Director of Mediation Services of the Alberta Labour Relations Board select the arbitrator or Chairperson.

(iii) The single arbitrator or the Arbitration Board shall hear the evidence as the Parties may desire to present; assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing. The Chairperson shall have the authority to render the decision with the concurrence of either of the other members of the Arbitration Board, and a decision thus rendered shall be final and binding on the Parties.

(iv) 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.

(v) Each of the Parties shall bear the fees and expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.

ARTICLE 32

DISCIPLINE, DISMISSAL AND RESIGNATION

32.01 Except for the dismissal of an Employee serving a probationary period, the Employer shall not suspend, dismiss, or discipline an Employee without just cause.

32.02 An Employee who has been subject of disciplinary action may request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. The Employee may make such a request after they have completed at least one year of continuous service exclusive of any absences of thirty (30) consecutive days or more, and within two (2) years of continuous service from the date that the disciplinary action was commenced. The Employer shall grant such a request unless the Employee's file contains any other record(s) of disciplinary action during the above-noted time period.

32.03 Where circumstances permit, the Employer shall disclose the particulars of the complaint against the Employee. At the discretion of the Employer, particulars may include the identity of the complainant(s).

32.04 In the event that an Employee is reported to the licensing body by the Employer, the Employee shall be advised in writing, with a copy delivered to the Union forthwith.

32.05 For purposes of investigating a matter related to the Employee or discussing or issuing discipline, the Employer shall advise the Employee that they may be accompanied by a Union Representative at such meeting(s). However, should the Union Representative be unavailable, the Employer shall not be prevented from taking disciplinary action.

32.06 **Written warning**

(a) Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to warrant a warning in writing to be entered on the Employee's employment record but not serious enough to warrant suspension or dismissal of the Employee shall result in a warning in writing to the Employee and the Employer shall deliver a copy of such warning to the Union within ten (10) days of the issuance of the written warning.

32.07 **Suspension or dismissal**

(a) If and when an Employee is suspended or dismissed, the Employer shall provide to the Employee and to the Union written reasons for the suspension or dismissal not later than five (5) days following the suspension or dismissal.

32.08 The procedures stated in Articles 32.05, 32.06 and 32.07 do not prevent immediate suspension or dismissal for just cause.

32.09 The Parties may agree to mutually extend timelines.

32.10 **Resignation**

(a) If and when an Employee resigns from their employment, they shall deliver to the Employer reasonable advance notice of their resignation, at least twenty-eight (28) calendar days in advance of the resignation date.

(b) Except in cases of extenuating circumstances acceptable to the Employer, an Employee shall be considered to have resigned their employment if and when the Employee:

(i) has been absent for three (3) scheduled shifts without notice provided to the Employer along with a valid reason; or,

(ii) has been granted leave of absence and overstays the leave without permission of the Employer.

ARTICLE 33

TERMINATION

33.01 An Employee shall provide to the Employer at least twenty-eight (28) calendar days' notice of their intention to terminate their employment.

33.02 Except in cases of extenuating circumstances acceptable to the Employer, an Employee shall be considered to have terminated their employment if the Employee:

(a) has been absent for three (3) scheduled shifts without notice provided to the Employer along with a valid reason; or,

(b) has been granted leave of absence and overstays the leave without permission of the Employer.

ARTICLE 34

LAYOFF AND RECALL

34.01 The operation of this Article does not apply to a term appointment that continues to its stated end date. Where a term appointment is terminated prior to its stated end date, the Employee shall be entitled to notice of termination, payment in lieu of notice, or a combination thereof, in accordance with the *Employment Standards Code, RSA 2000, c E-9* and its *Regulations*, as updated and amended from time to time.

34.02 For the purposes of this Article, the Employer shall assess an Employee's ability to perform the work, which includes their licensure, skills, and competency, while recognizing that it is the Employer's duty and responsibility to provide the Employee with a reasonable period of familiarization and orientation.

34.03 The Employer and the Union may, by agreement in writing, extend the periods of time required for notice pursuant to this Article.

34.04 The Employer and the Union may, by agreement in writing, make alternative arrangements for implementing layoffs and recalls, and such arrangements shall take precedence over the terms of this Article.

34.05 **Order of layoffs**

When carrying out layoffs:

(a) the Employer shall, wherever possible, lay off Employees in reverse order of seniority within the program, department, or unit, with less senior Employees being subject to layoffs prior to more senior Employees; and

(b) in the event that a given layoff of a less-senior Employee would require the Employer to retain one or more more-senior Employees who do not have the ability to perform the work or who would require additional training to perform the work, the Employer shall have the right to layoff a more senior Employee instead of a less-senior Employee.

34.06 **Notice of layoff**

(a) If and when it becomes necessary for the Employer to layoff an Employee, the Employer shall provide notice in writing to the Employee no less than twenty-eight (28) calendar days prior to the date that Employee's layoff commences.

(b) The Employer shall not be required to provide an Employee with twenty-eight (28) calendar days' notice in writing where such layoff arises from an Act of God (specifically including but not limited to fire and flood damage) or from a work stoppage by Employees not covered by this Collective Agreement.

(c) Where an Employee is absent from the workplace due to illness or injury, is on a leave of absence, or is on Workers' Compensation, the twenty-eight (28) calendar day notice period shall not begin to run during that Employee's absence. In such cases, the Employer shall serve the Employee with a notice of layoff only after the date that Employee has returned to work, or after the date that the Employee has advised the Employer of the Employee's readiness to return to work, whichever is earlier.

(d) The Employer shall in all cases deliver notice of a layoff to the Employee, with a copy delivered to the Union, either in person, by registered mail, or by courier. Where such notice of a layoff is delivered in person, the Employee may be accompanied by a representative of the Union, provided that this does not delay the initiation of the layoff.

34.07 Subject to operational requirements, where the Employer has provided notice of a layoff to:

(a) a Full-time Employee, the Employer shall allow that Employee time off from work during the layoff notice period, and without a loss of earnings, for the purpose of that Employee attending job interviews for positions with the Employer; and

(b) a Part-time Employee, the Employer shall make reasonable effort to schedule that Employee's Shifts, and to manage and/or change that Employee's work assignments, for the purpose of that Employee attending job interviews for positions with the Employer.

34.08 **Elimination of positions**

(a) Where an Employee has at least twenty-four (24) months of seniority and the Employee's position has been eliminated by the Employer in accordance with this Collective Agreement, then the Employee may, at the Employee's option, either accept layoff with the right of recall or accept a position which is vacant and for which the Employee has the ability to perform the work, including the appropriate licensure, skills and competency. If the Employee opts to accept a position which is vacant and the Employer determines that the Employee does not have the ability to perform the work, then:

(i) the Employer shall, within fourteen (14) calendar days of the Employee's acceptance, provide notice in writing to the Employee and to the Union that it has determined that the Employee does not have the ability to perform the work; and

(ii) Employee shall then have the right to make another selection in accordance with Article 34.08(a).

(b) Where an Employee has less than twenty-four (24) months of seniority and the Employee's position has been eliminated, then the Employer shall assign the Employee to any available vacant position of the Employee's choice and for which the Employee has the ability to perform the work. If there is no available vacant position of the Employee's choice and for which the Employee has the ability to perform the work, the Employer shall instead layoff the Employee in accordance with this Article.

34.09 **Benefits on layoff**

(a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 22: Employee Benefits of this Collective Agreement on behalf of the Employee on layoff for the duration of the layoff, to a maximum of three (3) months.

(b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premium of the benefits referred to in Article 22: Employee Benefits of this Collective Agreement.

34.10 **Recall**

(a) Where an Employer determines that a Regular or Temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 18: Vacancies, Appointments, and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.

(b) Where there are no suitable applicants for a posted vacancy, the most senior Regular Employee on layoff shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge, and other relevant attributes to perform the work involved.

(c) The method of recall shall be by telephone, and if telephone contact with the Employee on layoff is not accomplished, then contact will be made by either:

(i) Email notification to an email address provided by the Employee; or

(ii) Mail delivery to the Employee's last known place of residence a mailing address with.

The Employee shall advise the Employer of any changes to their phone number, email, or mailing address.

(d) Once recalled, Employees notified will report for work as directed, but in any event, shall notify the Employer of their intent no later than twenty-four (24) hours following the date the notification was sent.

(e) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever occurs first. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the recall period.

(f) An Employee's right to recall under Article 34.09 shall expire if the Employee refuses recall to a position with the same FTE as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

ON BEHALF OF ALBERTA HEALTH SERVICES

Dr. Lyle Oberg
AHS Executive Board Chair

Date: December 22, 2023

ON BEHALF OF THE ALBERTA UNION OF NURSE PRACTITIONERS

Anne Summach
President

Date: November 18, 2023

The undersigned hereby certify that the foregoing Collective Agreement properly sets for the terms and conditions agreed upon in negotiations.

ON BEHALF OF THE EMPLOYER BARGAINING TEAM

Date: October 12, 2023

ON BEHALF OF THE UNION BARGAINING TEAM

Date: October 12, 2023

SALARY APPENDIX

Nurse Practitioner

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2023	$62.74	$64.94	$67.21	$69.57	$72.00
2% LSPA Rate	$63.99	$66.24	$68.55	$70.96	$73.44

Graduate Nurse Practitioner

	Step 1
April 1, 2023	$62.74
2% LSPA Rate	$63.99

LETTER OF UNDERSTANDING #1

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: RETENTION OF EXPERIENCED EMPLOYEES
(LONG SERVICE PAY ADJUSTMENT)

The following Letter of Understanding will take effect on the first day of the first pay period following Date of Ratification:

1. The Parties recognize that there are a number of senior, experienced Employees who are eligible for retirement currently, or in the near future. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system.

2. As such, in addition to the rates of pay specified in the Salary Appendix, an Employee who has twenty (20) or more years of service with the Employer, shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: September 1, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: September 1, 2023

LETTER OF UNDERSTANDING #2

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: EDUCATIONAL ALLOWANCE

1. For the purposes of establishing an Employee's Basic Rate of Pay, the Employer will recognize a doctorate degree relevant to the Nurse Practitioner practice from an accredited Canadian post-secondary educational institution or equivalent and pay an educational allowance of $1.75 per hour.

2. Where an Employee has obtained more than one doctorate degrees, they are only entitled to a single educational allowance.

3. The educational allowance shall be paid from the date the Employee provides proof of their doctorate degree qualification to the Employer.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: January 20, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: January 25, 2023

LETTER OF UNDERSTANDING #3

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: NORTHERN INCENTIVE PROGRAM

1. The Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes and shall not be considered pension-eligible earnings.

2. Any Employee whose location does not fall within the parameters described herein is not eligible for this Northern Incentive Program.

3. Employees participating in a Nurse Practitioner locum assignment under the LOU #4 – Nurse Practitioner Locum Program are not eligible for the Northern Incentive Program.

4. **Remote Retention Allowance**

   (a) An Employee employed at a work site between the fifty-fifth (55^{th}) and fifty-seventh (57^{th}) parallel will be eligible to receive a Remote Retention Allowance to an annual maximum of three thousand dollars ($3,000.00). The Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, LTD or WCB will not be included in the calculation or payment of the Remote Retention Allowance.

5. **Fort McMurray Allowance**

   (a) An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance to a maximum of twelve thousand four hundred and eighty dollars ($12,480.00). The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance.

6. **Northern Allowance**

   (a) An Employee employed at a work site above the fifty-seventh (57^{th}) parallel will be eligible to receive a Northern Allowance to an annual maximum of six thousand

three hundred dollars ($6,300.00). The Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, LTD or WCB will not be included in the calculation or payment of the Northern Allowance.

7. **Travel Reimbursement**

(a) Regular and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the fifty-seventh (57th) parallel will also be eligible to receive one (1) round trip airfare, bus or private vehicle reimbursement per calendar year to any destination in Alberta up to a maximum of one thousand two hundred and thirty-five dollars ($1,235.00) per calendar year.

(b) Reimbursement for travel using a private vehicle will be reimbursed at a rate of $0.165/kilometre.

(c) Reimbursement of travel cannot be carried over into the next calendar year. Employee must complete and submit a Northern Travel Reimbursement Form and are considered a taxable benefit.

8. The Employer reserves the right to amend or terminate this Letter of Understanding with ninety (90) days' notice.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: January 10, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: January 11, 2023

LETTER OF UNDERSTANDING #4

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: NURSE PRACTITIONER LOCUM PROGRAM

1. **Purpose**

(a) The Nurse Practitioner (NP) Locum Program is focused on specific assignment opportunities for short term periods of less than twelve (12) months to address staffing needs in rural and remote locations, or as otherwise determined by the Employer.

2. **Locum Program Description**

(a) Interested candidates apply to participate in the Locum Program for locum assignment opportunities to work at, or at or out of, sites or programs as determined by the Employer.

(b) Successful candidates are placed on a roster of Employees who are available for locum assignments (the Roster).

(c) Subject to the Employer's decision to utilize a Locum, a NP Locum will be assigned based upon a best match of the NP Locum in terms of availability, skills, knowledge, experience, efficiency, costs, and other relevant attributes to the requirements of the assignment. Subject to the need to distribute locum assignments amongst NP Locums to maintain competencies amongst NP Locums on the Roster, where all the above criteria are considered by the Employer to be relatively equal, the locum assignment will be assigned to the NP Locum who has the longest service with the Employer. Service with the Employer shall include all periods of regular, temporary, casual employment and periods of time an Employee has been on the Roster.

(d) When a request for a NP Locum is submitted from a site or program, it will be identified as to the urgency of the request. An urgent request is a critical staffing situation where a Locum is required immediately. All requests identified as urgent will be expedited through the Employer approval process as quickly as reasonably possible, with a target of providing a response within one week.

3. **Information Sharing**

(a) The Employer will advise the Union when an individual is added to the NP Locum roster.

(b) At the time an Employee is confirmed for a NP Locum assignment, the Employer will provide the Union with the name of the NP Locum, location(s) and the planned duration of locum assignment.

4. **Terms and Conditions of Employment**

(a) Except as specifically modified below, the provisions of the Collective Agreement shall apply to NP Locums.

5. **Employment Status**

(a) NP Locums accepted onto the Roster will be Casual Employees unless they already have a Regular or Temporary employment relationship with the Employer.

(b) At the time of commencing each locum assignment, the NP Locum's employment category shall be determined as follows:

(i) If the NP Locum is already a Regular or Temporary Part-time Employee with the Employer when being accepted onto the Roster, then hours worked in the locum assignment shall be considered a temporary assignment.

(ii) If the NP Locum is already a Casual Employee with the Employer at the time that they are placed on the Roster, then they continue to be a Casual Employee during a locum assignment that is less than three (3) months in length.

(iii) If the NP Locum is a Casual Employee whose sole employment relationship with the Employer is due to being on the Roster, then they continue to be a Casual Employee during a locum assignment that is less than three (3) months in length and their home site will be designated according to the current locum assignment.

(iv) If the NP Locum is already a Casual Employee with the Employer at the time that they are placed on the Roster, then they become a Temporary Employee during a locum assignment that is greater than three (3) months in length. They will revert back to being a Casual Employee at the conclusion of the locum assignment.

6. **Eligibility for Locum Assignments**

(a) In order to be eligible for a locum assignment, the NP Locum must:

(i) be on the Roster;

(ii) be available for the term of the locum assignment;

(iii) have the experience, skills, abilities, qualifications, certifications, and education necessary to complete the assignment. Where there are insufficient NPs on the Roster with required certifications or education, the Employer may facilitate such certifications or education;

(iv) not be on vacation or any type of paid leave from a Regular or Temporary position for any period of the locum assignment; and,

(v) not impact the program/service/area of their current assignment or position that they would be leaving from.

(b) The Employer reserves the right to deny an application for a locum assignment in the event that the individual cannot be replaced or backfilled.

(c) Employees are not eligible for a locum assignment at the Employee's home site or within one hundred (100) kilometres of the Employee's home site.

7. **Northern Payments**

(a) Employees participating in the NP Locum Program are not eligible to receive payment under the Northern Incentive Program.

8. **Travel to and from the Locum Assignment**

(a) Employees travelling to and from a locum assignment shall be paid:

(i) Their applicable hourly wage rate for time spent travelling to and from the locum assignment, to a maximum of seven point seven five (7.75) hours per day of travel. Travel days are not considered workdays for purposes of applying other provisions of the Collective Agreement.

(ii) Reimbursement for approved travel costs (kilometreage, car rental, flights etc.) to get to and from the place of their normal residence to the locum assigned site at the start and end of the locum assignment period.

9. **Transportation**

(a) Transportation shall be provided during an Employee’s locum assignment. The manner in which transportation is provided (e.g. rental vehicle, company-owned fleet vehicle, or public transportation) will be determined by the Employer. If the Employee and Employer agree that the Employee will use their personal vehicle for their locum assignment, it will be reimbursed in accordance with Article 17: Transportation and Travel Expenses.

10. **Meals**

(a) Meals shall be covered for all days that the Employee is in the locum assignment, including travel days. The Employee will be reimbursed in accordance with Article 17: Transportation and Travel Expenses.

11. **Per Diem Allowance**

(a) A per diem allowance of seven dollars and thirty-five cents ($7.35) shall be provided in accordance with Article 17: Transportation and Travel Expenses, for each day of the locum assignment, including days where they are not scheduled to work and travel days. This per diem allowance shall be paid for all NP Locum assignments, except where the temporary daily payment in paragraph 11(b) applies.

(b) For the period from date of ratification until September 29, 2025, a temporary daily payment of fifty dollars ($50.00) per day for each assignment, excluding travel days, shall be paid for all NP Locum assignments in the North Zone outside of Grande Prairie and Fort McMurray.

12. **Accommodation**

(a) Accommodation shall be provided when the Employer determines it is unreasonable for the Employee to commute to their locum assignment site. The Employer will determine what accommodation is provided (e.g. Employer owned accommodation, rental accommodations, hotels); however, reasonable efforts will be made to provide accommodations with cooking facilities. Where the accommodation is paid for by the Employee, they will be reimbursed in accordance with Article 17: Transportation and Travel Expenses.

(b) For Employees who accept multiple locum assignments located at the same site, the Employer will make reasonable efforts to provide storage for some of the Employee's personal belongings in between locum assignments.

13. **Locum Premium Payment**

(a) During the locum assignment, Employees shall be paid a NP Locum premium of ten dollars ($10.00) per hour. Such premium shall be paid on hours worked during the locum assignment and shall be paid in addition to the Employee's Basic Rate of Pay and other payments required in the terms and conditions of the Collective Agreement. This premium does not form part of the Employee's Basic Rate of Pay and is not pensionable.

(b) For the period from date of ratification until September 29, 2025, Employees shall be paid a NP Locum Premium of twenty-five dollars ($25.00) per hour for all NP Locum assignments in the North Zone. This Temporary Locum Premium Payment will replace the standard Locum Premium Payment, as indicated in 13(a) above.

14. **Employee Benefits**

(a) NP Locums are eligible for Employee Benefits in accordance with Article 22: Employee Benefits of the Collective Agreement.

15. **Time of Vacation**

(a) For Regular and Temporary Employees who are eligible for vacation with pay, it is understood that such paid vacation time will be scheduled outside of the locum assignment period.

16. **Other Absences**

(a) Any paid absence that is of sufficient length to require the Employer to seek an alternative NP Locum for the assignment will be considered to terminate the locum assignment. Time paid during such absences shall not be eligible for the NP Locum Premium.

17. **Expiry**

(a) This Letter of Understanding shall expire on September 29, 2025.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: September 1, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: September 1, 2023

LETTER OF UNDERSTANDING #5

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: EMPLOYMENT IN MULTIPLE POSITIONS

1. The Parties agree that this applies to Employees who hold more than one (1) position within the Bargaining Unit or to Employees who subsequently attain more than one (1) position within the Bargaining Unit.

2. An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.

3. (a) Subject to Article 12: Hours of Work, Employees shall not be employed within the bargaining unit in greater than full-time capacity.

   (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts; however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Letter of Understanding.

4. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Appendix and Seniority, provided that the following conditions are met:

   (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and

   (b) the regular hours of work to be combined are associated with regular part-time positions; and

   (c) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and Employee mutually agree to waive the scheduling provision of Article 12: Hours of Work in the Collective Agreement.

5. Where the regular hours of work of multiple positions cannot be combined in accordance with paragraph 4(c) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.

6. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.

7. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 9: Seniority.

8. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1st) probationary period, with probation in second (2nd) and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the employee in their former position.

9. The provisions under Article 34: Layoff and Recall shall apply individually to each position.

10. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.

11. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days' notice of such requirement, or such lesser time as may be agreed between the Employer and the Union.

12. The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

ON BEHALF OF THE EMPLOYERS	ON BEHALF OF THE UNION
Mark Kent Lead Negotiator	Lesley LaPierre Vice President, AUNP
DATE: December 13, 2022	DATE: January 10, 2023

LETTER OF UNDERSTANDING #6

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: SEVERANCE

1. (a) 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.

   (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.

2. (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.

   (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full period of two thousand twenty-two point seven five (2,022.75) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks' pay.

   (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).

   (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

3. A Regular Employee who has received layoff notice and for whom no alternate vacant position is available in accordance with Article 34: Layoff and Recall, shall have the option to select either of:

   (a) Layoff with the placement and recall rights as specified in Article 34: Layoff and Recall of the Collective Agreement; or

(b) Severance as offered by the Employer in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.

5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option 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 34: Layoff and Recall of this Collective Agreement.

7. (a) Employees who select severance will not be eligible for:

(i) Continued employment with the Employer;

(ii) Rehire by any Employer who is a party to a Collective Agreement containing this provision; or

(iii) Rehire by 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 paragraph 7(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.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: February 22, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: February 22, 2023

LETTER OF UNDERSTANDING #7

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: INFORMATION SHARING

On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category: Notices of Vacancy, Voluntary Turnover / Termination for the bargaining unit.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: January 10, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: January 25, 2023

LETTER OF UNDERSTANDING #8

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: TOPICS FOR DISCUSSION AT JOINT COMMITTEE

1. The Parties agree that the following topics will be considered priority items for discussion at the Joint Committee meetings during the term of this Collective Agreement:

   (a) Employee Benefits

   (b) Nurse Practitioner Utilization and Scope of Practice

   (c) Recruitment and Retention

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: September 1, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: September 1, 2023

LETTER OF UNDERSTANDING #9

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: RECRUITMENT AND RETENTION

1. The Parties agree on the importance of recruiting and retaining Nurse Practitioners throughout the province, especially in rural sites and programs with unfilled vacancies and high turnover rates.

2. The Parties agree to discuss recruitment and retention initiatives for these identified sites and programs at the Joint Committee. Such initiatives will focus on producing a stable workforce and promoting the role and utilization of advanced nursing care.

3. The Parties agree that where a recruitment, relocation, or retention payment is made to an Employee, it will be conditional upon the Employee completing a return of service agreement.

4. This Letter of Understanding shall expire on March 30, 2024.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: September 1, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: September 1, 2023

LETTER OF UNDERSTANDING #10

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: DEFERRED SALARY PLAN

1. The Employer shall have a policy in place which will enable Employees who have completed their probationary period to access a deferred salary plan. The policy shall be in accordance with Canada Revenue Agency and Local Authorities Pension Plan regulations.

2. During such absence, the Employee shall have the right to continue with benefits as per Article 22: Employee Benefits, provided that the Employee pays the full cost of the premiums.

3. At the completion of the leave, the Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking the leave or, if the position is no longer available or has been filled, the Employer will 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.

ON BEHALF OF THE EMPLOYERS

Mark Kent
Lead Negotiator

DATE: September 1, 2023

ON BEHALF OF THE UNION

Lesley LaPierre
Vice President, AUNP

DATE: September 1, 2023

LETTER OF UNDERSTANDING #11

BETWEEN

ALBERTA HEALTH SERVICES
COVENANT HEALTH

- and -

ALBERTA UNION OF NURSE PRACTITIONERS

RE: LEGACY VACATION ENTITLEMENT

An Employee who maintains continuous service with the Employer as at the October 12, 2023, shall continue to earn annual vacation entitlement as follows:

1. For Employees of AHS, amend Article 24.01: Vacation as follows:

   During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:

   (a) Regular Full-time Employees shall earn vacation with pay calculated in hours in accordance with the following:

      (i) during the first (1st) to fifth (5th) years of continuous employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred and fifty-five (155.0) hours);

      (ii) during the sixth (6th) to fifteenth (15th) years of continuous employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred and ninety-three point seven five (193.75) hours);

      (iii) during the sixteenth (16th) year of continuous employment, and for each subsequent year of continuous employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred and thirty-two point five (232.5) hours).

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

      Employer paid hours at the Basic Rate of Pay x The applicable % outlined below = Number of paid vacation hours to be taken

      (i) eight percent (8%) during the first (1st) to fifth (5th) years of continuous employment; or

      (ii) ten percent (10%) during the sixth (6th) to fifteenth (15th) years of continuous employment; or

(iii) twelve percent (12%) during the sixteenth (16th) year of continuous employment, and for each subsequent year of continuous employment.

2. For Employees of Covenant, amend Article 24.01: Vacation as follows:

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:

(a) Regular Full-time Employees shall earn vacation with pay calculated in hours in accordance with the following:

(i) during the first (1st) to eighth (8th) years of continuous employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred and fifty-five (155.0) hours);

(ii) during the nine (9th) to eighteenth (18th) years of continuous employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred and ninety-three point seven five (193.75) hours);

(iii) during the nineteenth (19th) year of continuous employment, and for each subsequent year of continuous employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred and thirty-two point five (232.5) hours).

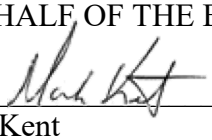
(b) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Employer paid hours at the Basic Rate of Pay x The applicable % outlined below = Number of paid vacation hours to be taken

(i) eight percent (8%) during the first (1st) to eighth (8th) years of continuous employment; or

(ii) ten percent (10%) during the ninth (9th) to eighteenth (18th) years of continuous employment; or

(iii) twelve percent (12%) during the nineteenth (19th) year of continuous employment, and for each subsequent year of continuous employment.

ON BEHALF OF THE EMPLOYERS	ON BEHALF OF THE UNION
	
Mark Kent Lead Negotiator	Lesley LaPierre Vice President, AUNP
DATE: October 12, 2023	DATE: October 12, 2023