



EMERGENCY PROVISIONS

FAQ

AHS has invoked emergency provisions in the Collective Agreement in response to the situations at the Alberta Children's Hospital and the Stollery Children's Hospital. UNA has not agreed that these circumstances meet the definition of emergency circumstances in the Collective Agreement, specifically in Articles 7, 8, 17, and 44.

The general rule is Employees must "work now, grieve later." **If you have questions or concerns about the Employer's use of these provisions or your rights, contact your Local or UNA** (1-800-252-9394 or nurses@una.ca) to discuss your specific circumstances.

Locals should ask the Employer to notify them each time vacation is cancelled, Employees are mandated, or an Employee is redeployed or floated.

MANDATORY OVERTIME

Employers have the right to require Employees to work. Full-time and Part-time Employees who are mandated or required to work are paid at 2x their Basic Rate of Pay. UNA's position is that Casual Employees cannot be mandated to work. However, the general rule is "work now, grieve later."

Employees who are mandated to work overtime are encouraged to question (with their union) what reasonable steps the Employer took to avoid a staffing situation escalating to an emergency and to reduce overtime. The Employer has an obligation to minimize the use of mandatory overtime and "shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime."

Except in an emergency, if an Employee believes that the Employer is mandating them to work more than a reasonable amount of overtime, the Employee may decline to work the overtime without being subject to disciplinary action. Employees who are considering declining mandatory overtime should reach out to UNA right away. Keep in mind that Employees who are unable to work because they are sick can refuse to work.

No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24-hour period beginning at the first hour the Employee reports to work.

[Spotlight on mandatory OT](#)
[Spotlight on 16 hours of work maximum](#)

CANCELLING VACATION

If your vacation is cancelled, contact your Local. Article 17.03(g) of the Provincial Collective Agreement states: “No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.”

CANCELLING A LEAVE

The Employer cannot order Employees back from a leave of absence. There are no Collective Agreement provisions that allow the Employer to order Employees back from a leave, such as a Maternity Leave, even in the event of an emergency.

FLOATING & REDEPLOYMENT

- > **Floating** is when you are assigned to work on a different unit or in a different area in your home site (not at a different site).
- > **Redeployment** is when you are assigned to work at a different site.

FLOATING

The Employer can require an Employee to “float” to another unit on an “exceptional basis” in order to meet operational requirements. “Exceptional basis” is not the same as “emergency circumstances” and requires a different assessment of whether it is reasonable to float, including frequency and predictability of floating.

REDEPLOYMENT

UNA Collective Agreements contemplate redeployment to sites other than your home site in “emergency circumstances.” This provision is found in Article 44.05(e) of the Provincial Collective Agreement. Employers may declare that “emergency circumstances” exist, and UNA may or may not agree. Where emergency circumstances exist, the Employer can assign Employees from any site to work at a different site to provide assistance. There is no maximum distance for redeployment. When redeployed, the other provisions of the Collective Agreement continue to apply, with a few exceptions where the clause specifically notes “except in cases of emergency.”

Redeployment Between Employers

Redeployment cannot occur between different Employers. The exception is that Employees working at any of the following locals in the Edmonton area can be redeployed between AHS and Covenant Health: Local 301 (UAH), Local 33 (RAH), Local 32 (Glenrose), Local 62 (Leduc), Local 85 (Sturgeon), Local 196 (Community and Public Health), Local 11 (Misericordia), and Local 79 (Grey Nuns).

Partial Redeployments

The Collective Agreement does not contemplate partial redeployments, such as only some of your shifts per week. If you are partially redeployed, please discuss the issue with your manager and contact your Local if you require assistance.

Expenses Related to Redeployment

The Employer shall reimburse redeployed Employees for all reasonable, necessary, and substantiated additional accommodation and transportation costs for traveling between sites including parking if not otherwise provided.

- > **Travel Expenses** – if you have been redeployed to a new site and for a one-way trip it adds more than 20 kilometres to your travel, you should be paid mileage and time for the additional travel (Article 10.07(c)). Mileage is paid at 50.5 cents per kilometre (Article 10.01). This is calculated as follows: Once the 20-kilometre threshold has been reached, Employees should be compensated for the entire difference between their regular commute (home site) and the commute to and from the alternate location (site where the Employee has been redeployed).
- > **Vehicle Allowance** – if your regular position requires you to use your personal vehicle, you should continue to claim your vehicle allowance and contact UNA to discuss the situation further.
- > **Other Expenses** – any other “reasonable and necessary additional expenses” will need to be determined on a case-by-case basis. Please speak to your manager and UNA about specific expenses. Please keep all receipts for your expenses.

[Spotlight on temporary transfers in emergency circumstances](#)

GENERAL PROVISIONS FOR FLOATING & REDEPLOYMENT

Orientation

Employees need to receive appropriate orientation and/or familiarization with the area and the work that will be required by them. Employees need to assess if they are safe to practice. If the assessment the Employee makes is that they are not safe to practice, management needs to be made aware right away and a plan developed to provide more training/buddying or redeploy/float elsewhere.

Changing Schedules

Under Article 7.04, the Employer and the Employee can mutually agree to amend scheduled shifts. If the Employee does not agree, Article 7.04 permits the Employer to make some changes to schedules. This does not contemplate wholesale changes to a schedule. There is no clear threshold with respect to the number of permitted changes. Contact UNA if you feel the Employer made too many schedule changes.

- > If the Employer changes your schedule without your agreement with less than 14 days' notice, you shall be paid 2X your Basic Rate of Pay for all hours worked on what otherwise would have been your off-duty days.
- > If the Employer changes your schedule without your agreement with less than 14 days' notice, but not your scheduled days off, you shall be paid 2X your Basic Rate of Pay for all hours worked during the first Shift of the changed schedule. UNA's position is this applies each time a schedule is changed.

Changing FTEs

The Employer cannot unilaterally change an Employee's FTE if they are redeployed or floated. Instead, the Employer may use their right to mandate (covered above).

Changing Workday Length

The Employer cannot unilaterally switch Employees from an 8-hour day to extended workday or vice versa. There must be agreement from you and the Local. If you are being redeployed or floated to an extended workday unit and you are in agreement to work extended workdays, the Local can follow the normal process and update the list under Article 37. If you are not in agreement to move from a regular to an extended workday (or vice versa), please contact your Local. The Employer may mandate Employees to work longer shifts, which should be considered mandatory overtime and paid accordingly and does not count toward your FTE.

Changing On-Call

Article 9 for On Call and Call Back remains in effect even in an emergency. The on-call duty roster shall be posted 12 weeks in advance. Changes can be made under Article 9.02(a)(ii). The Employer can change the on-call duty roster with 14 days' notice. If 14 days' notice is not given, the Employee shall be paid 2X the on-call rate for all hours in the first period of on-call affected by the change.

Refusing to Work

A regular Full-time or Part-time Employee cannot refuse to be redeployed or floated unless there are valid medical reasons supported with medical from a doctor or the work is unsafe or illegal. If one of these exceptions occurs, please contact UNA. A Casual can refuse to work by refusing to accept a shift. UNA's position is that Casual Employees still have the right to refuse shifts.

Duty to Accommodate

If you have current medical that requires certain restrictions on your ability to work, you need to discuss this with your manager immediately. Any redeployment or floating would need to be consistent with the restrictions on your file. If the medical on your file is not up to date or if you have been self-accommodating without medical on your file, you need to immediately contact your doctor to discuss whether your doctor needs to provide medical with restrictions on your ability to work.

Rate of Pay

If an Employee is redeployed to perform work under a classification with a lower rate of pay (such as an Instructor redeployed to perform RN classification work), they should continue to be paid at their current rate of pay.

If you are redeployed to perform work under a classification with a higher rate of pay, please contact UNA to discuss the situation. We will need a good understanding of exactly what work is being performed and whether you are performing the full role done by the Employees in the higher classification or only being assigned certain duties.