

Summary of Scheduling Provisions

AUGUST 2021



NOTE: This is a summary document meant for quick reference and guidance only.
Always refer to the UNA:AHS 2017-2020 agreement for specific language.

Table of Contents

General Provisions for Full-time and Part-time Employees.	3
Letter of Understanding #10 Re: Scheduling	7
Rotation Checklists	8
How to calculate the full-time equivalent (FTE) of a Part-time Employee.	16
Mutual Agreements – Decision Making on Areas of Collective Agreements UNA Procedure 20.....	19
Schedule Checker Procedure.....	36
Shift Work Health Effects And Control Measures	39

DEFINITIONS:

Week:

Seven consecutive days commencing at 0000 hours on a day determined by the Employer. The first day of the week must be noted on the schedule.

Weekend:

A Saturday and the following Sunday, with a minimum of 56 hours off duty, provided not more than one hour is worked on the Sunday. This ensures that if you work late on the Friday (E) before the weekend, you will have two full days off and not return to work until the evening shift on Monday at the earliest. In addition, you will not be required to return to work on Sunday night if a day shift was worked the previous Friday.

Extended Weekend:

A Saturday and the following Sunday, assuring a minimum of 79.75 hours off duty, provided that not more than one hour is worked on the final day of the extended weekend. This assures additional time off either before or after Saturday and Sunday.

Designated Days of Rest:

Sometimes called 'X' or 'O' days, they are days where a nurse is specifically scheduled not to work.

GENERAL PROVISIONS FOR FULL-TIME AND PART-TIME EMPLOYEES.

– ARTICLES 7, 30, AND 37

SCHEDULE POSTING:

Shift schedules are to be posted 12 weeks in advance, unless there is a previous agreement between the Union and Employer for a shorter period. Upon request the Employer is to provide a copy of each shift schedule to the Union.

Employees should have letters of hire which include the number of hours per shift and number of shifts per shift cycle. Shift schedules need to provide exactly what letters of hire specify.

The Collective Agreement does not require any specific labeling system. “N” under the word “Monday” may mean the Employee starts work at 2300 hours Sunday or may mean the Employee starts work at 2300 hours on Monday. **Prior to looking at any schedule, it is vital to know what labeling system is being used.**

SCHEDULE CHANGES:

Once posted schedules can be changed (changes should be limited, not extensive). If less than 14 days notice is provided, the 2X penalty rate applies for the first shift of the changed schedule or for working on what would otherwise have been their off-duty days.

An Employer cannot unreasonably deny a request for a shift change from a nurse if there is no additional cost during the course of a posted schedule.

Part time nurses can agree to move their scheduled day of rest to other non-scheduled days. The nurse and the Employer must agree each time there is a request for a change.

EMPLOYEE SHIFT EXCHANGE:

Employees can exchange shifts or portions of shifts among themselves, provided there is written agreement between the Employees of the change, there is prior approval from the Employees’ immediate supervisor, there are no additional costs to the Employer, and the Employees are given appropriate orientation. When the exchange of a full shift involves a designated day of rest, the day of rest will also be moved. The designated day of rest will not be moved if only a portion of shift is exchanged.

REPORTING PAY:

If you show up for work and the Employer sends you home, you should receive 4 hours pay at the applicable rate, not including shift or weekend premiums. If less than 4 hours remain in the shift and you are sent home, you shall be paid for the remaining hours of the scheduled shift at the applicable rate of pay, not including shift or weekend premiums. You should also receive reimbursement for any legitimate transportation costs you incurred coming into work. This is not applicable if your start time is changed.

7.75 HOUR ROTATIONS

REGULAR HOURS OF WORK

Shifts are 7.75 hours per day (though part-timers may work less than 7.75 hours), with an average of 36.81 hours worked over a four-week shift cycle (7.75 hrs/day x 19 days ÷ 4 weeks) for full-time. All full-time shift cycles must be a multiple of four weeks. The 7.75 hour shift includes two, paid 15-minute rest breaks scheduled by the Employer and one unpaid 30-minute meal period. A request for a longer meal period will not be unreasonably denied.

SCHEDULING RULES:

For Full-time and Part-time Employees, available shift patterns include: days/evening/nights (which the Employer is obligated to minimize); evening/days; nights/days or permanent days. Unless otherwise agreed, you are to be assigned at least 2/5 of the shift cycle as day duty, unless it is mathematically impossible to achieve.

Permanent evenings, permanent nights, and nights/evenings are available at your request. If you have worked any 'by request' shift patterns for more than 12 months, you can 'revert' back to one of the other regular shift patterns by giving notice to the Employer. After checking with any other Employees working 'by request' shift patterns, the Employer will post a new shift schedule within 12 weeks of the initial request.

The Employer is to try to minimize changing different shift patterns between days of rest, and to provide at least 47.75 hours off between a night shift and day shift.

If you worked a full-time or part-time position prior to the coming into effect of this agreement that provided either at least 50% day duty or 9 weekends off out of 12, averaged over a complete shift cycle, then these provisions should still continue unless there is a change in the delivery of client care.

Average weekly hours = 36.81 or 19 shifts in 4 weeks. Shift cycles MUST be 4 weeks or in multiples of 4 weeks.

The Employer cannot refuse to implement a compliant shift schedule created by employees and the local as long as it does not result in additional costs.

STANDARD PROVISIONS:

- ▶ At least 15 hours off duty between shifts
- ▶ At least 2 consecutive days of rest — i.e. - no single days of rest are permitted.
- ▶ Not more than 6 consecutive scheduled days of work
- ▶ Days of rest on half of the weekends in a complete shift cycle without working more than two consecutive weekends, with one extended weekend in each 4-week period where possible.
- ▶ Where possible, you should not have to work beyond 1800 hours before your designated days of rest when your designated days of rest fall on a weekend.
- ▶ If the Employer violates any of the provisions above, you should receive 2x your basic rate of pay for all time worked during the period of violation.

For **Part-time Employees**, the provisions are the same except:

- ▶ Part-time Employees will have 9 designated days of rest (the same number as a Full-timer) every 4-week period, which can be exchanged with non-designated days with no penalty if the Employee agrees.
- ▶ Part-time Employees may choose to work an extended workday shift without attracting overtime when replacing another extended workday Employee.

OPTIONAL PROVISIONS

Option I and II shift schedules can only be implemented with agreement between the Union and the Employer.

Option I:

Option I differs from the standard provision by providing days of rest on alternate weekends, but allows working up to 7 consecutive scheduled shifts in a row, once every 4-week shift cycle. Part-time Employees will have 9 designated days of rest every 4-week period, which can be exchanged with non-designated days with no penalty if the Employee agrees.

Option II:

As a holdover from a previous agreement, Option II does not really appear to provide any benefit under the current scheduling provisions. It gives the same weekends off as the standard provision, but you can end up working up to 7 days in a row, twice in a 6-week period. Part-time provisions are the same as in Option I.

ARTICLE 37: EXTENDED WORK DAY

STANDARD EXTENDED WORKDAY PROVISIONS

There must be a signed agreement between the parties to implement Article 37 schedules that includes the applicable nursing unit, applicable positions, and the applicable extended workday options. Either party can terminate the agreement with 12 weeks written notice. Where a change occurs, the resulting changes to hours per shift and shifts per shift cycle for part-timers will not be considered a violation of Article 30.01(a).

- ▶ At least 22.5 hours off duty on a shift change over between extended shifts
- ▶ At least 2 consecutive days of rest per week
- ▶ Not more than 4 consecutive extended shifts, nor more than 4 extended shifts per week.
- ▶ *Most extended workday schedules run Sunday to Saturday in order to avoid having more than 4 extended shifts per week.
- ▶ 2 weekends off duty in each 4 week period, where a weekend is Saturday and the following Sunday with at least 59 hours off. Where possible, 1 weekend in each 4-week period will be an extended weekend (Saturday and the following Sunday) with a minimum of 79.75 hours off duty.
- ▶ Where possible, you should not have to work beyond 2000 hours on the day preceding your designated days of rest when they fall on a weekend.

11.08 HOUR EXTENDED WORK DAY

Shift is 11.08 hours = 11 hours and 5 minutes. Average of 36.93 hours worked per week over one complete 6-week shift cycle (11.08 x 20 shifts ÷ 6 weeks). Time in the hospital shall not exceed 12 hours and 15 minutes. Shift cycles MUST be 6 weeks or in multiples of 6 weeks.

Regular Hours of Work:

Shifts are 11.08 hours per day, and will include three, paid 15-minute rest breaks scheduled by the Employer and either two 30-minute or two 35-minute unpaid meal periods, at the Employers discretion. Two or more rest and meal periods may be combined by agreement.

With 2, 30-minute meal breaks, you will spend 12 hours and 5 minutes at work with a 5-minute report.

With 2, 35-minute meal breaks, you will spend 12 hours and 15 minutes at work with a 15-minute report.

An average of at least 3 designated days of rest per week for a total of 22 designated days of rest in 6 weeks.

If you are working a nights/days rotation, where possible you should get at least 47.75 hours off when changing from a night shift to a day shift.

Half of the shifts should be day duty.

9.75 HOUR EXTENDED WORK DAY

Shift is 9.75 hours = 9 hours and 45 minutes. Average of 37.05 hours worked per week over one complete 5-week shift cycle (9.75 x 19 shifts ÷ 5 weeks).

Regular Hours of Work:

Shifts are 9.75 hours per day and will include three, paid 15-minute rest breaks scheduled by the Employer and one unpaid 30-minute meal period. A request for a longer meal period shall not be unreasonably denied. Two or more rest and meal periods may be combined by agreement.

An average of at least 3 designated days of rest per week for a total of 16 designated days of rest in 5 weeks.

2/5 of the shifts day duty

SCHEDULING RULES:

Available shift patterns include nights/days or permanent days.

Permanent nights are only available at the request of the Employee (applying on a position with permanent nights is the same as requesting it). If you have worked any 'by request' shift patterns for more than 12 months, you can 'revert' back to one of the other regular shift patterns by giving notice to the Employer. After checking with any other Employees working permanent nights, the Employer will post a new shift schedule within 12 weeks of the initial request.

ARTICLE 12: SENIORITY

12.02 (a) (i) selection of newly created shift schedules of the same full-time equivalency, subject to Article 7: Hours of Work and Scheduling Provisions. For “at” Employees the selection to occur within the unit, for “at or out of” Employees the selection to occur within the program and site. This provision shall not be used to change from the standard workday to the extended workday (or *vice versa*);

Applicable when a new rotation is developed.

(ii) selection of vacant shift schedules of the same full-time equivalency, by regular Employees of the Unit, Program or Office, subject to Article 7: Hours of Work and Scheduling Provisions. For “at” Employees the selection to occur within the unit, for “at or out of” Employees the selection to occur within the program and site. For Employees in temporary positions, this provision shall not be used to change from the standard workday to the extended workday (or *vice versa*).

Applicable when there is a vacant line in a rotation.

LINE SELECTION

Prior to implementing or posting a new Shift schedule the Employer shall have discussions with the Local regarding the upcoming new schedule.

The Parties shall agree on a reasonable time frame required for line selection (some factors to consider would include historical practice, the number of Employees, number of Employees in the identical FTE, the magnitude of the change, the time of year).

Should the Parties be unable to agree on the time frame for line selection, the matter shall be referred to Dispute Resolution Advisory Committee (DRAC), who shall meet within one (1) week, via telephone conference call and agree on the time frame for line selection.

If the DRAC is unable to agree on the time frame for line selection, the matter shall be immediately referred to an

arbitrator on the roster in the Collective Agreement. The selection of the arbitrator shall be made by the DRAC representatives that heard the issue in the mediation. The matter will be dealt with via conference call of no more than two hours and the arbitrator shall immediately determine the time frame for line selection. Such decision shall be final and binding and there will be no written decision.

The schedule shall then be posted and line selection shall take place during the specified time frame.

The 12 week advance notice of the new shift schedule shall begin once line selection is complete.

Should an Employee be unable or unwilling to select their line within the specified time frame, such Employee shall forfeit their right to line selection.

Letter of Understanding #10

Re: Scheduling

For the purposes of Article 7: Hours of Work and Scheduling Provisions, the parties agree to the following:

1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labelling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one hour on a day considered to be a scheduled day of rest.

2. For the purposes of Article 7.02(g)(ii) “two consecutive days of rest” shall mean:

For Employees moving from day shift to day shift - two complete calendar days off, ensuring a minimum of 63.75 hours off duty.

For Employees moving from day shift to evening shift - two complete calendar days off, ensuring a minimum of 71.75 hours off duty.

For Employees moving from day shift to night shift - one complete calendar day off, one day where no more than one hour is worked ensuring a minimum of 55.75 hours off duty.

For Employees moving from evening shift to day shift - two complete calendar days, ensuring a minimum of 55.75 hours off duty.

For Employees moving from evening shift to evening shift - two complete calendar days, ensuring a minimum of 63.75 hours off duty.

For Employees moving from evening shift to night shift - one complete calendar day off, one day where no more than one hour is worked, ensuring a minimum of 47.75 hours off duty.

For Employees moving from night shift to day shift - two complete calendar days off, ensuring a minimum of 71.75 hours off duty.

For Employees moving from night shift to evening shift - two complete calendar days, ensuring a minimum of 79.75 hours off duty.

For Employees moving from night shift to night shift -one complete calendar day off, one day where no more than one hour is worked, ensuring a minimum of 63.75 hours off duty.

3. “Week” shall mean seven consecutive days commencing at 0000h, on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks’ notice.

UNA/AHS April 1, 2017-March 31, 2020

7.75 CHECK LIST 36.81 hours/week
 (Standard Main Body Provisiona)

8 WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 4 weeks (or # of weeks in cycle divisible by 4)	15 hrs. off duty	Rest Days (see letter of understanding Re: Scheduling) Total of 9 in 4 weeks	Rest day on 1/2 weekends not more than 2 consecutive scheduled.	Where possible, + One Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 6 Consecutive Shifts. (Note: Options)	2/5 days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

11.08 ROTATION CHECK LIST 36.93 hours/week
 (Standard Main Body Provision)

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 6 weeks (or # of weeks in cycle divisible by 6)	22.5 hrs. off duty between shift changeover	Rest Days at least 2 consecutive, total of 22 in 6 weeks	2 Weekends off in 4 Saturday/Sunday 59 hours	Where possible, One Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 4 Consecutive Shifts. Not more than 4 per week	1/2 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

7.75 ROTATION CHECK LIST 38.75 hours/week
 (IV Alberta Health Services Edmonton Zone Addendum A – Local 301)

WEEK BEGINNING _____

LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 4 weeks (or # of weeks in cycle)	At least 15.0 hours off between shifts	Rest Days An average of at least 2 consecutive days per week, total of 8 in 4 weeks	Rest day on 1/2 weekends not more than 2 consecutive scheduled.	Where possible, + One Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 7 Consecutive Shifts	2/5 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

9.75 ROTATION CHECK LIST 37.05 hours/week
 (Standard Main Body Provision)

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 5 weeks (or # of weeks in cycle)	22.5 hrs. off duty between shift change over	Rest Days At least 2 consecutive days per week, total of 16 in 5 weeks	2 Weekends off in 4 Saturday/Sunday 59 hours	Where possible, One extended Weekend in four 79.75 hours Saturday/Sunday	Permanent Shift Requested	Not more than 4 Consecutive Days nor more than 4 extended shifts per week	2/5 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

Option I 11.625 ROTATION CHECK LIST
 (IV Alberta Health Services Edmonton Zone Addendum A – Local 301)

FTE	# of Shifts in 6 weeks (or # of weeks in cycle)	22.5 hrs. off duty between shift change over	Rest Days at least 2 consecutive, total of 22 in 6 weeks	2 Weekends off in 4 Saturday/ Sunday 59 hours	Where possible, one Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 4 Consecutive Shifts	1/2 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Option II **COMBINED 7.75 & 11.625 ROTATION CHECK LIST**
 (IV Alberta Health Services Edmonton Zone Addendum A – Local 301)

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 6 weeks (no more than 3 regular work day shifts)	22.5 hours off duty on a shift changeover between extended shifts, 15 off between regular shifts + between regular & extended	Rest Days at least 2 consecutive per week, total of 21 in 6 weeks	2 Weekends off in 4 Saturday/Sunday 59 hours	Where possible, one Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 4 Consecutive Days (Note: Options)	1/2 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Option III **9.75 ROTATION CHECK LIST**
 (IV Alberta Health Services Edmonton Zone Addendum A – Local 301)

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 4 weeks (or # of weeks in cycle)	22.5 hours off duty on a shift changeover between extended shifts	Rest Days at least 2 consecutive per week, total of 12 in 4 weeks	2 Weekends off in 4 Saturday/Sunday 59 hours	Where possible, one Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 5 Consecutive Shifts	2/5 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

7.75 ROTATION CHECKLIST 38.75 hours/week
 Alberta Health Services Edmonton Zone Addendum B – Local183)

WEEK BEGINNING _____
 LABELING SYSTEM FOR SHIFTS _____

FTE	# of Shifts in 5 weeks (or # of weeks in cycle)	At least 15.0 hours off between shifts	Rest days an average of at least 2 consecutive days per week total 10 in 5 weeks.	Weekends Rest days on 2 weekends in a 5 week period (Saturday/Sunday, 56 hours)	Where possible, One Weekend 79.75 hours Saturday/Sunday every 4 weeks	Permanent Shift Requested	Not more than 6 Consecutive Shifts (Note Options)	2/5 Days	Other Mutual Agreements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

How to calculate the full-time equivalent (FTE) of a Part-time Employee

In order to determine the FTE of a Part-time Employee, the average weekly hours must be determined. So, for example, if you work 7.75 hour shifts and work twelve shifts in a four week shift cycle, you multiply 7.75 (hours) X 12 (shifts) and divide by four (number of weeks). So the average weekly hours are 23.25 hours.

Once you have the average weekly hours for the Part-time Employee, you divide this by the average weekly hours worked by a Full-time Employee.

In this example, if the Full-time weekly hours are 36.81 then divide 23.25 by 36.81 to get the FTE of .6316. This would round down to .63 as the third number is less than 5. If the third number is 5 or greater, the FTE is rounded up.

If the Full-time weekly hours are 38.75 then the FTE is .6

7.75 HOUR SHIFT (36.81 hours/week)

4 WEEKS		8 WEEKS				12 WEEKS					
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.05	1	.02	20	.53	1	.02	20	.35	39	.68
2	.11	2	.05	21	.55	2	.04	21	.37	40	.70
3	.16	3	.07	22	.58	3	.05	22	.39	41	.72
4	.21	4	.11	23	.61	4	.07	23	.40	42	.74
5	.26	5	.13	24	.63	5	.09	24	.42	43	.75
6	.32	6	.16	25	.66	6	.10	25	.44	44	.77
7	.37	7	.18	26	.68	7	.12	26	.46	45	.79
8	.42	8	.21	27	.71	8	.14	27	.47	46	.81
9	.47	9	.24	28	.74	9	.16	28	.49	47	.82
10	.53	10	.26	29	.76	10	.18	29	.51	48	.84
11	.58	11	.29	30	.79	11	.19	30	.53	49	.86
12	.63	12	.32	31	.82	12	.21	31	.54	50	.88
13	.68	13	.34	32	.84	13	.23	32	.56	51	.89
14	.74	14	.37	33	.87	14	.25	33	.58	52	.91
15	.79	15	.39	34	.89	15	.26	34	.60	53	.93
16	.84	16	.42	35	.92	16	.28	35	.61	54	.95
17	.89	17	.45	36	.95	17	.30	36	.63	55	.96
18	.95	18	.47	37	.97	18	.32	37	.65	56	.98
19	1.0	19	.50	38	1.0	19	.33	38	.67	57	1.0

7.75 HOUR SHIFT (38.75 hours/week)

4 WEEKS			
# SHIFTS	FTE	# SHIFTS	FTE
1	.05	11	.55
2	.10	12	.60
3	.15	13	.65
4	.20	14	.70
5	.25	15	.75
6	.30	16	.80
7	.35	17	.85
8	.40	18	.90
9	.45	19	.95
10	.50	20	1.0

8 WEEKS							
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.03	11	.28	21	.53	31	.78
2	.05	12	.30	22	.55	32	.80
3	.08	13	.33	23	.58	33	.83
4	.10	14	.35	24	.60	34	.85
5	.13	15	.38	25	.63	35	.88
6	.15	16	.40	26	.65	36	.90
7	.18	17	.43	27	.68	37	.93
8	.20	18	.45	28	.70	38	.95
9	.23	19	.48	29	.73	39	.98
10	.25	20	.50	30	.75	40	1.0

9.75 HOUR SHIFT (37.05 hours/week)

5 WEEKS			
# SHIFTS	FTE	# SHIFTS	FTE
1	.05	11	.58
2	.10	12	.63
3	.16	13	.68
4	.21	14	.74
5	.26	15	.79
6	.31	16	.84
7	.36	17	.89
8	.42	18	.95
9	.47	19	1.0
10	.53		

10 WEEKS							
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.03	11	.29	21	.54	31	.81
2	.05	12	.31	22	.58	32	.84
3	.08	13	.34	23	.60	33	.87
4	.10	14	.37	24	.63	34	.89
5	.13	15	.39	25	.65	35	.92
6	.15	16	.42	26	.68	36	.94
7	.18	17	.44	27	.71	37	.97
8	.21	18	.47	28	.73	38	1.0
9	.23	19	.50	29	.76		
10	.26	20	.52	30	.79		

9.75 HOUR SHIFT (39 hours/week)

4 WEEKS			
# SHIFTS	FTE	# SHIFTS	FTE
1	.06	9	.56
2	.13	10	.63
3	.19	11	.69
4	.25	12	.75
5	.31	13	.81
6	.38	14	.86
7	.44	15	.94
8	.50	16	1.0

8 WEEKS							
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.03	9	.28	17	.53	25	.78
2	.06	10	.31	18	.56	26	.81
3	.09	11	.34	19	.59	27	.84
4	.13	12	.38	20	.63	28	.88
5	.16	13	.41	21	.66	29	.91
6	.19	14	.44	22	.69	30	.94
7	.22	15	.47	23	.72	31	.97
8	.25	16	.50	24	.75	32	1.0

11.08 HOUR SHIFT

6 WEEKS			
# SHIFTS	FTE	# SHIFTS	FTE
1	.05	11	.55
2	.10	12	.60
3	.15	13	.65
4	.20	14	.70
5	.25	15	.75
6	.30	16	.80
7	.35	17	.85
8	.40	18	.90
9	.45	19	.95
10	.50	20	1.0

12 WEEKS							
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.03	11	.28	21	.53	31	.78
2	.05	12	.30	22	.55	32	.80
3	.08	13	.33	23	.58	33	.83
4	.10	14	.35	24	.60	34	.85
5	.13	15	.38	25	.63	35	.88
6	.15	16	.40	26	.65	36	.90
7	.18	17	.43	27	.68	37	.93
8	.20	18	.45	28	.70	38	.95
9	.23	19	.48	29	.73	39	.98
10	.25	20	.50	30	.75	40	1.0

11.625 HOUR SHIFT

6 WEEKS			
# SHIFTS	FTE	# SHIFTS	FTE
1	.05	11	.55
2	.10	12	.60
3	.15	13	.65
4	.20	14	.70
5	.25	15	.75
6	.30	16	.80
7	.35	17	.85
8	.40	18	.90
9	.45	19	.95
10	.50	20	1.0

12 WEEKS							
# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE	# SHIFTS	FTE
1	.03	11	.28	21	.53	31	.78
2	.05	12	.30	22	.55	32	.80
3	.08	13	.33	23	.58	33	.83
4	.10	14	.35	24	.60	34	.85
5	.13	15	.38	25	.63	35	.88
6	.15	16	.40	26	.65	36	.90
7	.18	17	.43	27	.68	37	.93
8	.20	18	.45	28	.70	38	.95
9	.23	19	.48	29	.73	39	.98
10	.25	20	.50	30	.75	40	1.0

Mutual Agreements - Decision Making on Areas of Collective Agreements

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2018

Where Agreement by the Local or Union is Required

In each case, decision making must be exercised in good faith, objectively and honestly, after a thorough study of the situation, taking into account the significance of the matter and of its consequences for the Employee on the one hand and for the Local or Union on the other hand. The Local or Union's decision must not be arbitrary, capricious, discriminatory or wrongful. The representation by the Local or Union must be fair, genuine and not merely apparent, undertaken with integrity and competence, without serious or major negligence, and without hostility towards the Employee.

***Note:** Throughout this Procedure, we have used the numbering system found in the Provincial Agreement, but this policy is intended to apply to all UNA Collective Agreements.*

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
7.02(f) Hours of Work and Scheduling	This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.	1. Process for Waiver of 2/5 Day Duty When a request is made for a waiver of 2/5 day duty, the Local President will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the Labour Relations Officer. A copy of the shift schedule will be provided. If approved by the Director of Labour Relations and Executive Officers, a secret ballot vote shall be conducted by the Local or Union. Those eligible to vote are those Employees who hold a regular or temporary position on the affected unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employee who is in a temporary position covering for that leave. The Local shall make reasonable efforts to contact the Employees who are on a leave. If 80% of those voting approve the waiver, then the Local shall agree.

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>7.03 Hours of Work and Scheduling</p>	<p>(a) Shift schedules shall be posted 12 weeks in advance.</p> <p>(b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks</p>	<p>1. Process for Waiver of 12 Week Posting</p> <p>A secret ballot vote shall be conducted by the Local. Those eligible to vote are:</p> <ol style="list-style-type: none"> all Employees who hold a regular or temporary positions in that unit, program or site (whichever is applicable) except those who are on a leave and not expected to return within three months. This includes those Employees on a leave and are expected to be on leave for less three months, and Employees who are in temporary positions covering for leaves of greater than three months. <p>This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on leave to ascertain their expected return date and to allow the Employee to exercise their right to vote.</p> <p>If 100% of those voting approve the waiver, the Local shall agree.</p>
<p>7.07 Hours of Work and Scheduling</p>	<p>The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Local.</p>	<ol style="list-style-type: none"> In order for the Local to support an Employee developed schedule, 80% support of all Employees on the unit, program or site (whichever is applicable) would be required.
<p>14.02(e) Promotions, Transfers and Vacancies</p>	<p>Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.</p>	<ol style="list-style-type: none"> The Local Executive, in consultation with the affected Employee shall, based on the rational provided by the Employer determine whether or not the Local will agree.
<p>14.15 (a)(v) Decreasing or Increasing regular hours of work</p>	<p>A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.</p>	<p>To be determined by the Local Executive in consultation with the affected Employee.</p>
<p>14.15 (c) Decreasing or Increasing regular hours of work</p>	<p>(c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.</p>	<p>In each situation the Local Executive shall determine if any other Employee on that unit, program or site (whichever is applicable) would be negatively affected. If none are identified the request will be approved by the Local.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>15.01(b) Layoff and Recall</p>	<p>The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.</p>	<p>1. The affected Local shall notify the other Locals of a potential reduction in the workforce, in the Bargaining Unit Conference.</p>
<p>34.02 (a) Occupational Health & Safety</p>	<p>There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee’s Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied.</p>	<p>The Labour Relations Officer will contact each Local regarding the preference of the Local.</p> <p>Each Local shall decide (at a Local meeting) on one of the following:</p> <ol style="list-style-type: none"> 1. A single, Local Committee, or 2. Two or more sites grouped into two or more Committees, or 3. Join with other Local Committee(s). <p>Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>36.01 (d) Professional Responsibility</p>	<p>(d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.</p>	<p>The Labour Relations Officer will contact each Local regarding the preference of the Local.</p> <p>Each Local shall decide (at a Local meeting) on one of the following:</p> <ol style="list-style-type: none"> 1. A single, Local Committee, or 2. Two or more sites grouped into two or more Committees, or 3. Join with other Local Committee(s). <p>Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.</p>
<p>37.01 (a) Extended Workday</p>	<p>Where the the Employer and the Local agree to implement a system employing extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating:</p> <ol style="list-style-type: none"> (i) Applicable nursing unit. (ii) Applicable positions. (iii) Applicable extended workday option. <p>Such list may be amended from time to time by agreement of Employer and the Local.</p>	<ol style="list-style-type: none"> 1. (a) Process for an entire unit, program or site (whichever is applicable) to move from the 7.75 hours workday to an extended workday for an entire unit, program or site (whichever is applicable). <p>A secret ballot vote shall be conducted by the Local. Those eligible to vote are Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to locate the Employees who are on leaves so they may also be able to exercise their right to vote.</p> <p>If 80% of those voting approve the move to the extended workday or standard workday option, the Local shall agree. The Extended Workday List Form should be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>1. (b) Process for an entire unit, program or site (whichever is applicable) to move from an extended workday back to the 7.75 hour workday.</p> <p>A secret ballot vote shall be conducted by the Local. Those eligible to vote are those Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.</p> <p>If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday the Local shall agree. The Local shall serve notice to the Employer and Labour Relations Officer of the outcome of the vote.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>2. (a) Process for a portion of a unit, program or site (whichever is applicable) to move from the 7.75 hour workday to an extended workday.</p> <p>A draft rotation is to be produced either by the Local or the Employer. Employees on the unit, program or site (whichever is applicable) then select a line on the draft rotation in order of seniority within their FTE. Whenever possible, the regular Employee shall select the line on the rotation. If the Employee in the temporary position chooses the line, it must be in accordance with Article 12.02 of the Collective Agreement. The draft rotation with names attached shall be posted.</p> <p>A secret ballot vote shall be conducted by the Local as to whether the Employees agree to convert the 7.75 hour workdays to the extended workday. Those eligible to vote are those Employees who hold regular or temporary positions in that unit or office. This includes Employees who are on leaves as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be able to exercise their right to vote.</p> <p>If 80% of those voting approve the move to the extended workday then the Local shall agree. The Extended Workday List Form shall be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>2. (b) Process for a Local to determine whether to withdraw its' agreement where a portion of the unit, program or site (whichever is applicable) is currently working the extended workday.</p> <p>A secret ballot vote needs to be conducted by the Local. Those eligible to vote are those Employees working the extended workday. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.</p> <p>If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday, then the Local shall agree. The Local shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>3. Process for amending the extended workday list.</p> <p>Unless otherwise agreed by the Local Executive, an extended workday line on a rotation that becomes vacant must be posted as an extended workday line.</p> <p>Newly funded positions may be posted as a 7.75 hour workday or the extended workday. If the position is posted as an extended workday, the Employer and the Local must update the Extended Workday Agreement and forward the amended list to the Labour Relations Officer.</p> <p>Should the Employer or Employee request to amend the list, the Local Executive will consult with the Employee(s) who would be directly affected (whose position(s) would change from the 7.75 hour workday to the extended workday or vice-versa). If the Employee(s) consents to change, the Local Executive shall agree and forward the amended list to the Labour Relations Officer.</p> <p>4. Process for creating extended workday positions on newly created units, programs or sites (whichever is applicable).</p> <p>Unless otherwise agreed by the Local Executive, in consultation with the Labour Relations Officer all positions on a new unit, program or site (whichever is applicable) are to be created as 7.75 hour workday positions.</p> <p>The Local Executive, in consultation with the Labour Relations Officer, has the authority to agree that up to 50% of the positions totaling no more than 50% of the FTE's on a newly created unit, program or site (whichever is applicable) be created as extended workday positions.</p> <p>The decision of the Local Executive shall be subject to approval at the next Local Meeting.</p> <p>The Extended Workday List Form shall be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>42.02 Employment Insurance Premium Reductions</p>	<p>Where, on the coming into force of this Collective Agreement, the funds were paid to a Local or some specific Local-administered program, that shall continue, subject to the terms of any existing arrangements.</p> <p>Otherwise, the funds shall be paid to Employees unless the Local and the Employer agree otherwise.</p>	<ol style="list-style-type: none"> 1. To be determined by a majority vote at a Local meeting. Advance notice of the meeting and the issue to be discussed must be provided. 2. Vote results shall be posted in the Bargaining Unit Conference for information purposes only, and the Local shall inform the Director of Labour Relations.
<p>44.05 (d) Mobility</p>	<p>For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five days duration, the Employer will wherever possible provide the Employee with 12 weeks notice and in no event will the period of notice be reduced below three weeks without the Local's consent.</p>	<p>To be determined by the Local Executive in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>
<p>44.05 (d) Mobility</p>	<p>For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks notice, or any shorter period of notice agreed to be (sic) the Local.</p>	<p>To be determined by the Local Executive in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>
<p>44.05 (d) Mobility</p>	<p>Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two such assignments within a 12 month period without the Local's consent.</p>	<p>To be determined by the Local Executive in consultation with the LRO. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>Letter of Understanding Re: Retention & Recruitment Initiatives</p>	<p>VII Pilot Projects - Unique Employment Options to Support Recruitment and Retention</p> <p>AND WHEREAS some unique employment options may be better introduced on a trial basis;</p> <p>The parties may agree to trial one or more of the following Pilot Projects:</p> <p>A. Flexible Part-time Position.</p> <p>B. Seasonal Part-time Position.</p> <p>C. Benefit-Eligible Casual Position.</p>	<p>Where an Employee/Employer requests any of the options under the Letter of Understanding regarding Pilot Projects the Local Executive shall agree.</p>
	<p>6. Vacation</p> <p>Prior to implementing a BECE pilot, the Employer and Local shall specify how the vacation provisions shall be applied.</p>	<p>The Local Executive in consultation with the Labour Relations Officer shall determine the vacation provisions to be applied. The decision of the Local Executive shall be subject to approval at the next Local Meeting.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>Letter of understanding #3</p> <p>Re: In-charge designation for more than one unit</p>	<p>Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.</p> <ol style="list-style-type: none"> 1. This may occur where: <ol style="list-style-type: none"> (i) The site is designated as long term care; or (ii) The site is a combined acute care and long term care facility; or (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN. 2. Any time an RN/RPN assigned as In-Charge of more than one unit, the parties agree that: <ol style="list-style-type: none"> (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and (ii) There will be an ability to communicate between the units as the need arises; and (iii) There shall be at least one other regulated health professional on each unit. 3. An Employee assigned in-charge for more than one unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply. 	<p>NOTE: The requirement for an RN/RPN to be in charge was one of the hardest won clauses of the collective agreements and ought not be given away lightly. Many members believe this clause provides a good deal of job security. Equally or more importantly, the issue is related to safe patient care and is a major issue for that reason. There is every indication that patient/resident/client acuity is increasing, not decreasing and the need for a charge nurse for each unit is greater than ever.</p> <p>Any Local agreeing to have RN/RPNs in charge of more than one unit could inadvertently be setting dangerous precedent for all other Locals</p> <p>In the event the Employer requests a Local to agree that an RN/RPN could be in charge of more than one unit, the Local, after a review of the issue, can decline to provide agreement.</p> <p>In order for a Local to grant such a request, the issue must first be discussed with the Labour Relations Officer and then referred to the Executive Officers and the Director of Labour Relations.</p> <p>The referral must contain:</p> <ul style="list-style-type: none"> • Complete rationale for the request. • A review of how section 1 of the Letter of Understanding applies to the site. • An explanation how section 4 of the Letter of Understanding will be operationalized. • A review of the acuity of the units in question. • A proposed time limit for the alterations of duties. • A review of the recruitment activities of the employer for the site in question. • A review of likely outcomes should the request be granted or refused. <p>The Executive Officers and Director of Labour Relations shall then approve or reject the request.</p> <p>If the request is approved, such approval is subject to ratification by the Local Executive.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
	<p>4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one unit.</p>	
<p>IV: Alberta Health Service - Edmonton Zone Addendum B: Local #183</p>	<p>Section 2 (F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.</p>	<p>1. This would require a Letter of Understanding to be executed in accordance with the Letter of Understanding/Addenda Procedure.</p>
<p>IV: Alberta Health Service - Edmonton Zone Addendum C: Local #196</p>	<p>4 (A)(ii) Amend Article 7.02 (f) to read: "7.02 (f) Unless otherwise agreed in writing by the Local and the Employer, Employees working shift patterns 7.02(d) (v), shall be assigned day duty at least 28% of the time during the shift cycle."</p>	<p>1. Process for waiver of 2/5 day duty When a request is made for a waiver of 28% day duty, the Local President will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the LRO. A copy of the shift schedule will be provided. If approved by the Director of Labour Relations and Executive Officers, a secret ballot vote shall be conducted by the Local. Those eligible to vote are those Employees who hold a regular or temporary position on that the affected unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leave. The Local shall make reasonable efforts to contact the members who are on a leave. If 80% of those voting approve the waiver, then the Local shall agree.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>IX: Alberta Health Services - Edmonton Zone & Covenant Health</p> <p>Addendum A:</p> <p>Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)</p>	<p>4. Employees working in other sites.</p> <p>(a) Skill Maintenance</p> <p>The Employer(s) shall endeavor to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> 1. To be determined by the Local Executive in consultation with the Labour Relations Officer. 2. The Local(s) shall advise the Director of Labour Relations of a request to renew or extend the term. 3. Where the Local(s) agree the Union shall agree.

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>IX. Alberta Health Services - Edmonton Zone & Covenant Health</p> <p>Addendum A:</p> <p>Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)</p>	<p>(b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> 1. To be determined by the Local Executive in consultation with the Labour Relations Officer. 2. The Local (s) shall advise the Director of Labour Relations of a request to renew or extend the term. 3. Where the Local(s) agree the Union shall agree.
<p>X. Covenant Health Group Addendum C:</p> <p>Local Conditions Applicable To Covenant Health And United Nurses Of Alberta (Locals #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198)</p>	<p>3. Employees working in other bargaining units</p> <p>Sharing of Expertise, Education or Maintenance of Skills</p> <p>(a) Skill Maintenance.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local(s) agreement.</p> <p>(b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union and Local(s) agreement.</p>	<p>To be determined by the Local Executive(s) in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p> <p>The Local(s) shall advise the Director of Labour Relations of any request to amend or renew the term of assignment. Where the Local(s) agree the Union shall agree.</p>

PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
	<p>(g) Conditions</p> <p>For Employees assigned to work in another bargaining unit, the following conditions shall apply:</p> <p>(i) Twelve weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union and Locals. The 12 week notice period may be waived if there is agreement between the Union and Locals and the Employer.</p>	<p>The Local(s) shall advise the Director of Labour Relations of a request to waive the 12 week notice. Where the Local(s) agree the Union shall agree.</p>

EXAMPLE

Extended Work Day List

Local #: 432 Unit: PCU 32

Length of Shift Cycle: (#of weeks) 12 Weeks

Applicable Option: Option I: Option II:

Number of Regular Full-time Positions: 10

Number of Regular Part-time Positions: 5

Part-time FTE	Number of Positions	Number of Shifts in Shift Cycle
.53	3	30
.74	1	42
.42	1	24

On Behalf of the Employer

On Behalf of the Union

Date

Date

Schedule Checker Procedure

1. Where possible the schedule should be provided/ received in Excel format.
2. The Local or LRO will conduct an initial review of the schedule. The initial review will ensure that the following is clearly indicated on the schedule:
 - a. First day of the schedule
 - b. Start and end time for each shift on the schedule and the corresponding signifier for that shift (ie. D = 0700-1515; d = 0800-1615)
 - c. Baseline staffing for each day
 - d. Cycle of the shift schedule
 - e. Are 'x' days clearly identified for part time employees
 - f. FTEs of each line
 - g. Clarity regarding nights (ie. Does the 'n' on the schedule signify the day the shift starts or the day where the majority of the hours fall)
3. The LRO and the Local remain responsible for assessing the schedule's compliance with the employees' letters hire. The schedule must correspond to the number of hours per shift and Shifts per Shift Cycle set out in the letter of hire.
4. Labour Relations Assistants receive training to input and run schedules in the checker. Once the schedule includes all of the required information then the LRO will provide the schedule to the assistant to input to the schedule checker.
5. When complete, the assistant will provide the results to the LRO who will review the data for accuracy. The schedule checker is not a replacement for the LRO's attention. It is to be used as a shortcut to identify where there may be problems with the schedule.
6. Interpretive guidance: The schedule checker provides three different types of results. Not every "result" is a violation of the collective agreement. The possible results are:
 7. **Note** is simply an observation to alert the user to something....for example having blank days on Sat,Sun might look like a weekend off but if they work until 11 pm Fri evening it won't count the weekend as off. It just communicates this to the user and is not a violation of any kind.
 8. **Best Practice** is also not a violation. It highlights practices that staff often prefer to work but that are not required to comply with the collective agreement. For example, schedule no single shifts for FTEs greater than .4.
 9. **CBA Violations** indicates the violation of the collective agreement. These must be corrected.
 10. Any errors or concerns with regards to the operation of the schedule checker will be shared by the LRO with their immediate supervisor (ie. Manager of Labour Relations). Any changes to the operation of the schedule checker must be approved by the Manager of Labour Relations. The Manager will communicate the change to the assigned employee in Systems Department who will work with the provider.

Note: The schedule checker is not for use on schedules with fewer than 15 lines. If a schedule has greater than 15 lines, the LRO or Local may choose to use the schedule checker but this is not required

WORKSHOP ROTATION

FIND THE VIOLATIONS

EMPLOYEE	WEEK 1							WEEK 2							WEEK 3							WEEK 4											
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
Nicole FT	D	D	D	D	D			N	N	N	N	N	N	N			D	D	D	D	D	D	D	D	D	D							
Heather FT	D	D	D			D	D	D	D	D	E			D	E	E	E	E	E	E	E	E	E	E	E								
Richard FT	N	N	N	N	N	N	N	D	D	D	D			D	D	D	D			N	N					N	N	N	N				
Emily FT	N	N	N	N	N			N	N	N	N	N	N	D	D	D	D									D	D	D	D	D	D	D	
Julie .63	D	D	D	D	D	D	D	D	D	X	X	X	X	D	X	X	X	X	X	X	X	X	X	X	X	X							
Tom .63	D	D	N	N	X	X	X	D	N	N	N	X	X	X	X	N	N	N	N	N						X	X	X	X	X	X	X	
Jill .63	D	D	D			X	X	D	D	D		X	X	X	X	D	D	D	D	D	D	D	D	D	D								
Laurie .84	D	D	D	D		X	X	N	N	N	N	X	X	E	E	E	E	X	X	X	X	X	X	X	X	D	D	D	D	D	D	D	
Kris .53	N	N		D	D	X	X	X	X	D		D	D	X	X											D				X	X	X	
12 HRS																																	
Linda FT	A	A	A			A	A		B	B	B	B	B		A	A										A	A	A					

D-0700-1515 E-1500-2315 N-2300-0715 A-0700-1915 B-1900-0715

Schedule key

Identification of collective agreement violations contained in the workshop rotation

The first day of the week is not noted on the schedule—it is Monday.

Reference Letter of Understanding Re: Scheduling

The Employees names should not be assigned to lines on a newly created shift schedules.

Reference 12.02 (a) (i)

What does (N) mean for reporting purposes?

N means come into work on the day the N is under for example, N unde Wednesday means you come in on Wednesday at 2300 and work till Thursdayat 0715

NICOLE:

- ▶ Week 3-does not get 2 consecutive days of rest (working until 0715 on Monday so Monday is considered a workday.)
- ▶ References Article 7.02 (g) (ii), Letter of Understanding Re: Scheduling

HEATHER:

- ▶ Week 2-where possible, Employees shall not be required to work beyond 1800 hours on the day proceeding the designated days of rest when designated days of rest fall on a week-end.
- ▶ Reference Article 7.02 (g) (iii)
- ▶ Week 3-does not have 2 consecutive days of rest.
- ▶ Reference Article 7.02 (g) (ii)
- ▶ Week 4-does not have 56 hours off over the weekend and does not have 2 consecutive days of rest.
- ▶ Reference Article 7.02 (g) (ii) and (iii)

RICHARD:

- ▶ Week 1-works 7 consecutive shifts.
- ▶ Reference Article 7.02 (g) (iv)
- ▶ Week 2-does not have 2 consecutive days of rest as works Monday.
- ▶ Reference Article 7.02 (g) (ii)
- ▶ Not enough day shifts (2/5)
- ▶ Reference Article 7.02 (f)
- ▶ Too many shifts.
- ▶ Reference 7.01 (a) (ii)
- ▶ No extended week-end.
- ▶ Reference 7.02 (g) (v)

EMILY:

- ▶ Week 1-works on Saturday which is her scheduled weekend off.
- ▶ Reference Article 7.02 (g) (iii)
- ▶ Week 3-does not have 2 consecutive days of rest as Monday is a workday. Reference Article 7.02 (g) (ii)

JULIE:

- ▶ Too many shifts for a .63 FTE.

TOM:

- ▶ No extended weekend.
- ▶ Week 2-working on Saturday which is his scheduled weekend off.
- ▶ Reference Article 30.01 (b) amending 7.02 (g) (iv)

JILL:

- ▶ Has a compliant shift schedule.

LAURIE:

- ▶ Only 8 scheduled days of rest. No extended weekend.
- ▶ Scheduled to work a days, evenings and nights rotation.
- ▶ Reference Article 7.02 (d) (i)

KRIS:

- ▶ Week 1-different shift patterns between designated days of rest.
- ▶ Reference Article 7.02 (d), last paragraph

LINDA:

- ▶ Week runs Sunday to Saturday.
- ▶ Weekends are not compliant.
- ▶ Reference Article 37.02 (C) amending 7.02 (g) (iii)

SHIFT WORK

Health Effects And Control Measures

WHAT IS SHIFTFWORK?

Work that is scheduled outside “normal” daylight hours (i.e. 9 am to 5 pm) is called “shift work”. Shift work schedules can vary from one workplace to another. Workers may rotate through shifts or remain on a single shift (i.e. permanent nights).

WORK HOURS

Some employees work a regular work schedule of 40 hours per week, 8-hour days, Monday through Friday. However, with an increased demand for around the clock services more workers are working shifts out side of a regular work schedule. Of course the requirement for shift work has always been a reality in the health care industry.

Studies have examined the differences between various workweek schedules. When comparing a 5-day/8-hr work schedule to a 4-day/10-hr work schedule, most studies found that workers were more tired at the end of a 10-hr shift. Studies also found workers to be more fatigued

following a 12-hr shift when compared to an 8-hr shift.

Night shifts are also cause fatigue. Mental and physical effects of night work have been shown to affect a worker’s concentration, alertness, motivation, and memory. This can slow a worker’s reaction time and increase the risk of accident and patient care incidents.

Many workers find that shift work disrupts their family and personal life and leads to health problems including chronic fatigue and gastrointestinal disorders.

CIRCADIAN RHYTHMS

Many human physical functions follow a daily rhythm or a 24-hour cycle. These cycles are called circadian rhythms. The word circadian comes from the Latin “circa dies” which means “about a day”. Sleeping, waking, digestion, secretion of adrenalin, body temperature, blood pressure, pulse and many other important aspects of body functions and human behavior are regulated by this 24-hour cycle. These rhythmical processes are coordinated to allow for high activity during the day and low activity at night.

Normally, the body uses cues for it processes and from the environment such a clock time, social activities, the light and dark cycle, and meal times to keep the various rhythms on track.

For example, body temperature is highest during the afternoon and early evening (18:00 hrs) and lowest in the

early morning (04:00 hrs or before sunrise. However, if the person is working at night, the body temperature does not have as much variation during a 24-hour period as it would normally. The temperature and other body rhythms get out of sync; these rhythms also get out of phase with a person’s activity pattern. This leads to fatigue and disorientation.

The human body is meant to be active during daytime hours, while during nighttime hours it is meant to sleep which allows it to recover and replace energy. Working at night and sleeping during the day is opposite to the body’s “biological” clocks and what the body naturally wants to do. This may make sleeping difficult; it may also mean that the body cannot recover as quickly from physical and mental exertions/demands.

MENTAL AND PHYSICAL PERFORMANCE

Circadian rhythms have been found to be associated with changes in mental and physical performance. Circadian rhythms may partly explain why job performance can vary over a 24-hour period, with a low point occurring very late at night or very early in the morning.

Some basic human physiological functions are depressed during the night, which may suggest that people are not well suited for night work.

Performance on the night shift can be affected by:

- ▶ The type of shift schedule
- ▶ The nature of the task(s)
- ▶ The performance demands of the task
- ▶ Adjustments to tasks and shifts
- ▶ Individual differences

WHAT ARE THE HEALTH EFFECTS OF SHIFT WORK?

Changes to Sleep Patterns

Disruption of both the quality and quantity of the normal sleep is inevitable in shift work particularly where night work is involved. The daytime sleep is seldom as deep or as refreshing as sleep at night. The problem is greater if there is not a quiet, dark, comfortable place to sleep. Even when disturbances are removed, a worker who returns home in the morning may still find sleep impossible or less refreshing. This difficulty occurs because the circadian rhythms are no longer synchronized. Being constantly tired is a typical complaint of shift workers. Shift work can lead to chronic fatigue and insomnia.

Gastrointestinal Disorders

Gastrointestinal and digestive problems such as indigestion, heartburn, stomach ache and loss of appetite are more common among rotating shift workers and night workers than among day workers. It is less clear if more serious conditions such as peptic ulcers are more common in shift workers. Certainly the irregular work, sleep and eating schedules are not helpful for the proper care of ulcers.

Given the irregularity in type and timing of meals, it is not surprising that the night worker is more likely to have a poorer diet. At night, the loss of appetite often leads to increased snacking on “junk” food rather than eating a full, well-balanced meal. Feelings of fatigue may encourage the consumption of beverages with caffeine (coffee, cola) to help the worker stay awake.

Cardiovascular Disorders and Kidney Disease

A study of Swedish men with a history of heart attack showed they were significantly more likely to have been shift workers than those men without a history of heart attack. Another study showed that the modification of shift rotation schedules by changing the direction of rotation

of shifts to a forward direction (for example, days -> afternoons -> nights) can significantly decrease the levels of several coronary risk factors, e.g., triglycerides, glucose, and urinary excretion of catecholamines (chemicals like adrenalin that occur naturally in the body).

A recent study published by Dr. Michael Sole, Professor of Medicine and Physiology at the University of Toronto suggests that shift workers may be at risk for increased incidence of heart and kidney disease.

Cancer

The International Agency for Research on Cancer, a subsection for the World Health Organization has added night shift work to the list of probable carcinogens.

Scientists believe that night work is dangerous because it disrupts the circadian rhythm and depresses the production of the hormone melatonin, which can suppress tumor development. Melatonin is normally produced at night when the body is at rest. Having lower melatonin levels can raise the risk of developing cancer.

Reproductive Effects

An increase in Irregular menstrual cycles and menstrual pain were reported from women in a number of industries who worked night shifts, a higher risk of miscarriage, lower rates of pregnancies and deliveries, spontaneous abortion, delayed fetal development, increased risk of pre-term delivery and low birth rates have also been observed in some studies.

Other Health Problems

Workers who require prescription drugs to control certain disorders should be aware that disruption of the circadian rhythm could interfere with the medical treatment of some diseases. Check with your family physician if you take medication while working shifts.

Diabetes mellitus and epilepsy are two other health problems that can be exacerbated by shift work since both have been found to be rhythmic in nature.

Periodic variation have been observed in persons with diabetes mellitus, including 24 hour rhythms in the excretion of citric acid and B-hydroxybutyric acid and the production of ammonia in the kidney. These rhythms may affect the production of insulin. In addition, regular food intake and correct timing of medication are highly important and cannot always be achieved under shift work conditions.

Epileptic seizures have also been found to follow a rhythmic pattern in terms of the time of day they occur. One study showed that the incidence of seizures rose steadily from 03:00 hrs to a peak between 18:00 and 19:00 hours with a second highest incidence being between 20:00 and 24:00 hrs. Working night shift and resulting sleep disturbance is believed to increase the incidence of epileptic seizures.

Psychosocial Effects of Shift Work

Compared with people who work straight days, shift workers report more interference to their family lives, especially the time available to spend with spouses and children. This fact is very important since the amount and quality of social interaction is related to physical and mental health. Individuals who cannot establish regular routines in their daily activities have difficulties planning for family responsibilities and coping with physical and mental fatigue as effectively as non-shift workers. Participation in clubs, sports and other organized activities is very difficult since they are usually geared to the normal day schedule. The lack of regular social contact can lead to feelings of loneliness and isolation. In addition, quality childcare facilities aimed at meeting the needs of shift workers is almost nonexistent.

WHAT ARE THE SAFETY CONCERNS ASSOCIATED WITH WORKING SHIFTS?

The causes of accidents are very complicated. Usually, no single factor can be identified as having “caused” an accident. The disturbance of circadian rhythms can affect concentration, motivation, and reaction time, particularly at night. This combination can result in an increased risk of accident and injury.

However, there is disagreement about whether shift workers have a greater risk of injury. Studies can be found to show that shift workers’ accident rates are less, the same, or more than day workers. Part of the difficulty with the research is that work conditions are not always the same on different shifts. For example, the amount of supervision,

the nature of the workload, the backup systems available, and so on all can vary from shift to shift: these factors can make comparisons inaccurate.

Nonetheless, lack of sleep heightens the decline in performance normally experienced at certain times of the day. When deprived of sleep, a worker is not fully aware that his or her performance has deteriorated. Research has shown that the optimum mental performance level for workers occurs between 2 and 4 p.m. and maximum general awareness is between 1 and 7 p.m. Performance levels are lowest between 3:30 and 5:30 a.m.

REDUCING THE RISKS OF SHIFT WORK

The best solution to the problems of shift work would be to eliminate it but this is not often a practical possibility. Shift work is likely to continue to be a reality for the vast majority of health care workers.

There are two basic levels where improvements can be made:

- ▶ The organizational level - primarily through the design of shift schedules, education, more frequent breaks, and other strategies that the employer can implement to reduce the effects of shift work.
- ▶ The individual level – strategies for workers to ensure a better sleep, a healthier diet, regular exercise and social interaction.

What are some organizational changes that can be implemented?

There are several approaches the organization can take to help reduce the effects of shift work. There are also several important considerations for organizations.

Shift Schedule Design:

- ▶ Optimizing the design of the shift schedule is the most effective way of reducing the health and safety problems. Satisfaction with a particular shift system is the results of a complicated balancing act that is the best compromise for personal, psychological, social and medical concerns.

- ▶ Consider the length of the rotation period (the number of days on any one shift before switching to the next shift). The optimum length of the rotation period has been disputed. The most common system has a rotation period of one week, with five to seven consecutive night shifts. However, since it generally takes at least seven days for adjustment of the circadian rhythms, it is argued that just as adjustment starts to occur, it is time to rotate to the next shift. Some schedule designers feel that a longer shift rotation should be arranged so that the worker spends from two weeks to one month on the same shift that would allow circadian rhythms to adjust. A problem occurs when the worker reverts to a “normal” day/night schedule on days off, thus, possibly cancelling any adaptation. Also, longer periods of social isolation may result.
- ▶ Most suggest a rapid shift rotation where different shifts are worked every two to three days and night shifts are limited to two in a row. This system may reduce disruption to body rhythms because the readjustment of circadian rhythms is minimized. It also provides time for some social interaction each week.
- ▶ Individual differences and preferences, in the end, play the most important role. Based on scientific information, there are some options that can minimize the effects of shift work.
- ▶ Consider the direction of rotation of shifts. It is recommended that shifts rotate forward from day to afternoon to night because circadian rhythms adjust better when moving ahead than back.
- ▶ Consider the time at which a shift starts and finishes. Early morning shifts are associated with shorter sleep and greater fatigue. It is advisable to avoid shift start times as early as 5 or 6 a.m. The social customs and desires of the specific work force should be considered as well as the availability of public transportation. The safety on the streets, in terms of crime and violence, is another consideration.
- ▶ Provide a rest period of at least 48 hours after each set of night shifts. The more consecutive nights worked, the more rest time should be allowed before the next rotation occurs.
- ▶ Provide time off at “socially advantageous” times like weekends whenever possible.
- ▶ Provide day work for those who have a medical condition that is adversely effected by shift work
- ▶ Involve workers in the development of shift schedules and allow as much flexibility as possible for shift changes and allowing workers to trade shifts.
- ▶ Inform shift workers of their work schedules well ahead of time so they and their families and friends can plan activities. Keep schedules as simple and predictable as possible.
- ▶ Schedule the most demanding work early in the shift when workers are most alert.
- ▶ Avoid excessive overtime.

Work Environment:

- ▶ Give attention to the work environment. For example, good lighting and ventilation are important on all shifts. Do not widely separate work areas so that workers at night can remain in contact with one another.
- ▶ Provide rest facilities where possible where workers can rest during rest breaks and before and after their shift. When a night worker is “on call” and must remain in the building, it is advantageous for this person to be well rested rather than tired and bored.
- ▶ Provide good cafeteria services so a healthy balanced diet can be maintained. The nutritional needs differ between day shifts and other shifts because of circadian rhythms.
- ▶ Consider offering facilities for social activities with the needs of the shift worker in mind.
- ▶ Recreational opportunities are often minimal for workers on “non-day” shifts.
- ▶ Consider access to quality on site 24 hour day-care for shift workers’ children. Pressures on the workers and other family members would be alleviated.
- ▶ Provide exercise facilities on site.
- ▶ Include a mental health component to employee assistance programs.

Education

- ▶ Educate employees on the potential health and safety effects of rotational shift work and what can be done to eliminate or control these effects.

What are some of the individual strategies?

People who work shifts face many problems that others do not recognize. The difficulties stem from the change in eating, sleeping, and working patterns. The following guidelines can help people cope better.

Guidelines for Diet and Eating Patterns

- ▶ Maintain regular eating patterns as much as possible. Balanced, varied meals are very important. Keep family meal times the same even though the work routine constantly changes. Family meals may need to be altered in content to suit the shift worker.
- ▶ Time meals carefully. Afternoon workers should have the main meal in the middle of the day instead of the middle of the work shift. Night workers should eat lightly throughout the shift and have a moderate breakfast. This way they should not get too hungry while sleeping during the day and digestive discomfort should be minimal.
- ▶ Pay careful attention to the type of food eaten. Drink lots of water and eat the usual balance of vegetables, fruit, lean meat, poultry, fish, dairy products, grains and bread. Eat crackers and fruit instead of pop and candy bars during work breaks. Reduce the intake of salt, caffeine, and alcohol. Avoid greasy foods, particularly at night.

- ▶ Avoid excessive use of antacids, tranquilizers and sleeping pills. It is healthier to watch what and when you eat, and use relaxation techniques to aid sleep.
- ▶ Relax during meals and allow time for digestion.

Sleep

- ▶ Sleep on a set schedule to help establish a routine and to make sleep during the day easier. Some people may prefer to get a full period of rest just before the next work shift (as it is with “normal day” work). Try different patterns of work and sleep to see which is best for you.
- ▶ Make sure that family and friends are aware of and considerate of the worker’s sleep hours and needs. Ensure that the shift worker has a comfortable, dark, quiet place to sleep during the day. Air conditioning, a telephone answering machine, and good blinds on windows are recommended.
- ▶ Make time for quiet relaxation before bed to help get better sleep. Learn how to relax using muscle relaxation, breathing techniques and so on. Use mental imagery to block out unpleasant thoughts. If you still do not fall asleep after an hour, read a book or listen to quiet music

on the radio for a while. If sleep still does not come, reschedule sleeping hours for later in the day. Limit commitments later in the day to allow for napping.

Social Activities

- ▶ Schedule at least one daily meal with the family, this helps to keep communication channels open and promotes a good eating habit,
- ▶ Socialize with other shift workers and their families: this helps minimize the disruption that shift work can have on your social life.
- ▶ Carefully plan family activities or time with friends: these ties are a precious commodity. Other Important Considerations
- ▶ Pay attention to general physical fitness and good health habits.
- ▶ Find out about and understand the potential health and safety effects of shift work.

Take leisure seriously.

REFERENCES AND SOURCES:

ShiftWork: Health Effects & Solutions, Occupational Health Clinics for Ontario Workers Inc.

Health Effects of Shift Work, Joseph LaDOU, Western Journal of Medicine

Rotational Shiftwork, Canadian Center for Occupational Health and Safety (CCOHS)

International Agency for Research on Cancer (IARC)

Workers Health & Safety Centre, Toronto, Ontario