

## Summary of Bargaining

### In January 2020, the Employer proposals included:

- 4 year agreement. No increase in wages (0%, 0%, 0% and 0%). Employer later amended their proposals to seek an immediate 3% reduction in salary, followed by four years of zeros.
- Eliminate semi-annual lump sum payments.
- Eliminate Education Allowances for Baccalaureate Degree, Master's Degree and Doctorate for all future employees.
- Reduce overtime to 1 1/2X for the first 4 hours. 2X applies after 4 hours at 1 1/2X or on scheduled days of rest for full-time Employees.
- Cap overtime bank at 38.75 hours.
- Eliminate monthly car allowance for employees required to have a vehicle.
- Employee requests to work permanent evenings of permanent nights will be at "Employer discretion" versus "will not unreasonably withheld."
- Eliminate Designated Days of Rest for part-time employees.
- Ability to require part-time to work, even up to full-time, without attracting overtime.
- Casuals will be terminated if they do not work for 3 months, without a prior arrangement with management.
- Delete any requirement to have an RN or RPN in charge.
- Delete Christmas and August Civic Holiday as superstats.
- Maximum of 2X for overtime on a Named Holiday.
- Reduce evening premium from \$2.75 to \$2.11 per hour. Premium starts at 19:00 hours instead of 15:00 hours. Reduce night premium from \$5.00 to \$3.10 per hour. Reduce weekend premium from \$3.25 to \$2.55 per hour. Reduce weekend time period from 64 to 48 hours.
- Diminish obligation to accommodate injured or ill Employees until "an available vacancy within a 50 km radius" becomes available.
- Reduce recall rights. An employee is terminated after 12 months unless recalled to a regular position.

PLUS many other proposed rollbacks in language and rights.

### Mediation commenced September 2021

### The Mediator issued Recommendations on December 21, 2021

If the Mediator's recommendation is accepted. The following changes would be made to the Collective Agreement

#### Article 1: Term of Agreement

- [April 1, 2020](#) to [March 31, 2024](#)

#### Article 2: Definitions

- Updated to reflect changes to the CARNA and CRPNA regulations regarding title of new graduates.

**Article 8: Overtime**

- The Employer is now obligated to provide the Union on a bi-weekly basis a report of mandatory overtime hours by cost centre.

**Article 12: Seniority**

- In the selection of new Shift schedules language to protect Employees in permanent evening, nights, or evening/nights Shift patterns.

**Article 14: Promotions, Transfers And Vacancies**

- Language clarifying that the trial period does not apply when transferring to Casual Status.
- *\*The Employer will indicate on postings if the position is for more than one unit. The norm is Employees will work in a single unit.*
- *\*“Unit or Units” will be added to what is required on an Employees letter of hire, transfer, or change in hours.*

**Article 15: Layoff And Recall**

- Correction in language made from last round of bargaining when assigning an available vacant position.
- *\* Workplace reorganization that results in the movement, merger or division, of a unit or part of a unit within a Site shall not constitute a position elimination provided there are no other substantial changes to the Employee’s position.*

**Article 16: Responsibility Allowance, Temporary Assignment and In Charge**

- The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the processes, tools or algorithms for augmenting staff.
- Persons designated in charge shall have the authority to augment staff (which may include authorization of overtime) to ensure patient safety considering the volume of patients on the unit and their acuity. In exercising this authority, Employees are expected to use their critical thinking skills, along with their professional and clinical judgment subject to any Employer-issued processes, tools or algorithms.

**Article 20: Workers’ Compensation**

- Streamlined the WCB claim payment process to Employees (reduce potential errors and missed contributions, ex. LAPP).

**Article 21: Employee Benefits:**

- STD elimination period is reduced from 14 days to 7 days.

**Article 22: Leave of Absence**

- Updated language for Leave for Public Affairs.

**Article 26: Educational Allowances**

- Include Canadian post-secondary educational institution or equivalent and remove outdated practice to qualify educational requirements.

**Article 29: Pension Plan**

- The Employer will include general pension eligibility information on letters issued to Employees upon hire, transfer, or change of hours.

**Article 30: Part-Time, Temporary And Casual Employees**

- Not only applicable to Covenant Health but Employer's covered by the Multi-Employer/United Nurses of Alberta Collective Agreement as well - Part-time and Casual Employees who work at another site covered by the Multi-Employer/United Nurses of Alberta Collective Agreement may, once a year, provide proof of hours worked at the Basic Rate of Pay for that other Employer and have those hours applied for the purpose of achieving further increments on the Salary Grid.
- The Employer shall make available for each Casual Employee a calendar indicating the applicable four (4) week periods for calculating overtime.

**Article 32: Dispute Resolution Process**

- Update the active list of arbitrators to include Leanne Young and the Parties agree they can refer matters to arbitrators not on the list.

**Article 34: Occupational Health And Safety**

- The Employer will have a policy and will post signage requesting no audio, video photographic recording by patients or public without prior consent of Employees.
- In the event of an assault on an Employee, (including but not limited to physical, sexual, verbal or psychological) the Employer shall advise the Employee of their right to report the issue to the police.

**\*Article 37: Extended Workday**

- *Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available shifts using only Regular Employees.*

**Article 43: Subsistence And Camp Allowance**

- Increase meal rates – Breakfast \$9.20 to \$10.50 / Lunch \$11.60 to \$13.00 / Supper \$20.75 to \$24.00.

**Article 44: Mobility**

- “At or Out of” Positions – Services are best delivered at a variety of places including sites operated by the Employer and places other than sites operated by the Employer, including schools, patients’ homes, places of business, etc.

**LOU #1 RE: Unit**

- Date change from October 18, 2018 to no later than six months following the date of ratification.

**LOU #6 RE: Joint Committee**

- During the term of the agreement the Parties agree to discuss printed copies of the CA, updating the overpayment recovery notice, and other items as agreed.

**LOU #8 RE: Combined Positions**

- Add locations the LOU does not apply to.
- The Employer and the Union may mutually agree to the posting of combined positions in circumstances where the Employer has been unable to fill positions with an FTE greater than 0.42.
- Newly created positions under this Letter of Understanding may be a combination of an “at” position with an “at or out of” position.

**LOU #10 RE: Scheduling**

- The Employer and the Local may mutually agree to amend the minimum of hours off duty by up to 2 hours.

**LOU #11 Lump Sum Conversion**

- The lump sum payment provided for in Letter of Understanding #11 of the 2017-2020 Collective Agreement shall be eliminated effective the day before the Date of Ratification.
- Effective as of the Date of Ratification a salary increase of 2% shall be implemented for all classifications.
- Employees will be entitled to a final lump sum payment, the amount of which shall be \$875 prorated for the period from October 1, 2021 up to and including the day before the Date of Ratification.

***\*LOU #12 RE: No Reduction In Nursing Hours***

- *The Benchmark Hours will be amended from April 1, 2013 and March 31, 2014 to April 1, 2016 and March 31, 2017.*

**LOU #18 RE: Prepaid Benefits**

- The HBTA Short Term Disability (STD) and Long Term Disability (LTD) insurance plans shall use an “own job” definition of disability for the first thirty months from the date of disability.
- Occupational Therapists shall be added to the list of Paramedical Practitioners and along with Physiotherapists accessed at a rate of \$50.00/visit for a combined maximum of 20 visits per year.
- There shall be no requirement for a written physician’s order for accessing massage therapy and orthotics.
- Benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor shall be reconfigured to eliminate the per-visit and 20 visit per year

maximums and implement a combined maximum of \$3000.00 per participant per benefit year.

- There shall be no requirement for a written physician's order for accessing compression stockings. A tiered fee guide for compression stockings shall be implemented with reimbursement at the following rates (or the Alberta Blue Cross Usual and Customary rates, whichever is greater):
  - compression stockings with a pressure gradient of less than 20 mmHg will be reimbursed to a maximum of \$68.75/pair;
  - compression stockings with a pressure gradient between 20-29.99 mmHg will be reimbursed to a maximum of \$218.75/pair; and
  - compression stockings with a pressure gradient greater than 30 mmHg will be reimbursed to a maximum of \$250.00/pair.
- The Employer agrees to work with the Union to develop strategies and initiatives to address the mental health of the workforce.

#### **LOU #NEW RE: Living Donor Wage Replacement**

- The Parties agree that the AHS "Living Donor Wage Replacement" Policy will apply to UNA members.
- AHS will consult with UNA when the policy is reviewed and will negotiate any changes that may result from the review.

#### **LOU #NEW 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.

#### **LOU #NEW RE: Alternate Extended Work Day Schedule Option**

- The Parties agree there will be an additional optional extended work day scheduling system available which may be applied upon mutual agreement – 4 On/4 Off.

#### **LOU #NEW RE: Overtime Banks For The Fiscal Year Ending On March 31, 2022**

- Overtime accumulated between April 1, 2021 and March 31, 2022 shall be carried over Unless an Employee requests a payout. Any Time off not taken by March 31, 2023 shall be paid out.

#### **LOU #NEW RE: Rural Capacity Investment Fund**

- The parties will implement a Rural Capacity Investment fund. The fund will allocate \$7.5 million/fiscal year as follows: \$5 million for recruitment and retention incentives as agreed by the parties and \$2.5 million for relocation assistance as agreed by the parties.

#### **LOU #NEW RE: Arbitration Coordination Meetings**

- AHS General Legal Counsel (Labour & Employment), members of the AHS Negotiations and Labour Relations team and the AHS HRBP team shall meet at least twice each year with the members of the UNA leadership team to review all outstanding

grievances advanced to arbitration; discuss the manner in which the grievances will be addressed (including expedited arbitration); explore opportunities for resolving matters expeditiously with the goal of addressing ongoing liability; and discuss other matters as they arise.

**LOU #NEW RE: Provincial Workload Advisory Committee**

- The parties will develop a Provincial Workload Advisory Committee and the function of the Committee is to examine and make recommendations to AHS regarding pilot projects from which staffing models will be derived. This work requires recognition of the diversity of health professionals, flexibility and responsiveness to evolving needs of patients, and changes in technology and innovation.

**LOU #NEW RE: Trial of Modified Posting Provisions**

- The Parties agree to collaborate on a trial intended to explore opportunities for the expedient filling of vacancies by Regular Employees already working within the unit, program or office.

***\*LOU #NEW Lump Sum Payment – Recognition For Services Rendered During The COVID-19 Response***

- *On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.*

***\*Salary Appendix:***

- *April 1, 2020 – 0%*
- *October 1, 2021 – 1%*
- *Date of Ratification - 2% Lump Sum Conversion*
- *Date of Ratification – 1% Recognition Pay (Lump Sum)*
- *September 1, 2022 – 1.25%*
- *April 1, 2023 – 2%*