

# **SUMMARY OF OUTSTANDING EMPLOYER PROPOSALS APRIL 10, 2014**

## **PREAMBLE**

- Current

## **ARTICLE I: TERM OF COLLECTIVE AGREEMENT**

- 1.01 - Four year agreement expiring March 31, 2017.

## **ARTICLE 2: DEFINITIONS**

- 2.20 New - Include a definition of “Position”. “Position” means: (a) (i) the category, and (ii) the classification, and (iii) FTE, (iv) home site, (v) the unit, and, (vi) nursing focus.

(b) Notwithstanding the above, where the placement of a unit or other similar work area is relocated within a building or less than 50 kilometers from its original site and all other factors above remain unchanged, such relocation shall not be considered position elimination.

## **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

- 7.01(e) – Amend full-time instructors working “flexible hours” to include Clinical Nurse Specialists and add a new provision that daily overtime would not apply.
- 7.02(c) – For determining what type of shift a person is working, when the shift that falls over two consecutive days, the shift will be deemed to be worked on the day where the majority of hours are worked.
- 7.02(e) – A request for permanent shifts shall be granted if operationally feasible, rather than “not unreasonably denied”.
- 7.02(f.2) – Delete provision that requires schedule grandfathering for people who had 50% or greater day duty.
- 7.02(g)(i) – Amend “at least 15.5 hours off between shifts” to 11.75 hours.
- 7.02(g)(ii) – Add consistent definition of consecutive days of rest as 55.75. Amend two consecutive days of rest from 55.75 hours to 47.75 hours only when transitioning from evening to night shift.
- 7.02(g)(iii) – Amend definition of weekend from 56 to 55.75 hours off duty. An Employee can work 1 hour on Sunday night for those Employees working permanent nights.
- 7.02(g)(v) – Amend the extended weekend from a minimum of 79.75 hours off duty to 79.50 hours off duty provided not more than one hour is worked on the Friday or Monday.
- 7.02(g.1) – Delete provision that requires schedule grandfathering for people who had days of rest on at least 9 of 12 weekends.
- 7.04(c) – Amend to read “Where the Employer and the Employee mutually agree to amend scheduled shifts with fewer than 14 days’ notice, the requirements for 14 days’ notice of change shall not apply and there shall be no additional costs incurred as a result of the change. Employees should make such request as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.”

- 7.05(e) – Shift exchanges shall not result in the alteration of an Employee’s FTE.
- 7.06 – Reporting Pay – specify that either (a) or (b) applies, not both.
- 7.07 – Delete the obligation of the Employer to not unreasonably refuse to implement a schedule created by the Employees/Local.

**ARTICLE 8: OVERTIME**

- 8.01(d) – Amend to state that overtime may be banked with mutual agreement, rather than automatically. Where mutual agreement to bank overtime is reached the Employee shall bank at 1X and be paid out at 1X.
- 8.01(d) – Overtime bank capped at 48 hours. Any overtime worked after 48 hour cap is reached shall be paid at 2X.
- 8.02(b) – Inclusion of language to clarify overtime worked on a named holiday paid at 2.5x and on a super stat at 3x. **Agreed in principle on the concept but the issue is if this language appears in Article 8 (ER), or in Article 18 (union)**

**ARTICLE 9: ON-CALL DUTY/CALL BACK**

- 9.04(b) – Deletion of the provision that requires call back for Employees, who are not on-call, to be deemed as working overtime.

**ARTICLE 10: TRANSPORTATION**

- 10.06 – Delete requirement to provide “on-site” parking to Employees who require their vehicle to do their work.

**ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION**

- 11.01 – A request by the Employer to extend the probation period shall not be unreasonably denied.

**ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES**

- 14.01(c) – Amend to allow vacancies to be filled through a single competition and subject to the determining factors in 14.04 (skill, knowledge, efficiency, experience and other relevant attributes)
- 14.01(d)(v) – Amend language so postings must specify Full Time Equivalent (FTE) rather than number of hours per shift and shift per cycle.
- 14.04 – Amend to read, “When making promotions, transfers and filling vacancies, the determining factors...”
- 14.05 – The Union and all other applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) days.
- 14.06 – Delete, see Article 14.08
- 14.08 – New language - “Change in Classification” provides for how rates of pay change during a promotion, red circling if reclassified.
- 14.10 – Amend so letters of hire include FTE rather than number of hours per shift and shifts per

cycle (as per 14.01(d)(v)).

- 14.15 – Amend Increasing and Decreasing Hours of Work to FTE:
  - Expand the language to allow the Employee OR the Employer to request an increase or decrease, rather than just at the Employee’s request.
  - Eliminate the ability to temporarily reduce hours of work
  - Add “workforce planning needs” to the operational requirements the Employer considers in approving or denying a request.
  - Amend to allow the Employer to determine what happens to hours vacated because of a reduction in FTE, rather than requiring the hours to be filled.
  - NEW If the Employer restructures the workforce or introduces a new schedule and it results in a change to the number of staff or FTE, the Employer will ask Employees in order of seniority if they wish to increase/decrease FTE to match the revised number of staff and FTE prior to posting vacancies or issuing position elimination.

## **ARTICLE 15: LAYOFF AND RECALL**

- Amend the title to “Position Elimination, Partial Layoff, Layoff and Recall”.
- 15.01(c) – New definitions of Position Elimination, Layoff and Partial Layoff:
  - Position Elimination occurs when one of the following factors are changed:
    - Classification (Salary)
    - Category
    - Designation of “at” or “at or out of”
    - FTE
    - Site(s)
    - Nursing focus
  - Layoff occurs when the Employer has eliminated the Employee’s position and:
    - the Employee is the least senior in the bargaining unit (province wide), has no displacement rights and no vacancies exist, OR
    - the Employee has selected layoff with recall rights, OR
    - the Employee has received layoff notice.
  - Partial Layoff occurs when an Employee has been placed, by the Employer, into a position:
    - In a classification with a lower rate of pay, or
    - With a lower FTE
- 15.02 – Amend so that the Employer will determine when it is necessary to eliminate a position

or reduce the workforce. Notice of layoff provided to Employees on WCB, LOA or sick, upon notice of return to work. **(The Employer's position is that this is a clarification, the Union disagrees).**

- 15.05(e)-Amend so that Employee has right to refuse recall when the position is more than 50K from their current site, rather than at any site.
- 15.06 – Restriction on hiring new Employees applies to the layoff site or within 50km of layoff site, rather than bargaining unit-wide.
- 15.07 – Delete the right of an Employee to be recalled to another Employer in the same geographical region.

#### **ARTICLE 16: TEMPORARY ASSIGNMENT PAY**

- 16.02(d) – *Delete the provision that where a nurse was in-charge of a unit on June 14, 2010, then the person in charge of that unit will continue to be an RN/RPN. **The Employer withdraws this proposal and reverts to current contingent upon acceptance of the new LOU Re: In-Charge Designation for More than One Unit.***
- 16.04 – *Add ability for the Employer to designate a non bargaining unit employee to be responsible for the administrative operation of a site and a unit(s). When the person is in the bargaining unit they would be paid \$3.00/hr. **The Employer withdraws this proposal and reverts to current contingent upon acceptance of the new LOU Re: In-Charge Designation for More than One Unit.***

#### **ARTICLE 17: VACATIONS WITH PAY**

- 17.01 – Define the vacation year from April 1<sup>st</sup> to March 31<sup>st</sup> for the entire bargaining unit
- 17.02(e) – Deletion of reference to proration of vacation levels for Employees with less than one year of service.
- 17.03 – Add requirement for Employees to submit 75% of their vacation on the planner.
- 17.03 – Amend language for vacation carryover not to exceed 38.75 hours.
- 17.04 – Amend language so payment of accrued vacation bank, upon 28 days' notice of termination, will be paid within three days from the last day of work, rather than one day.

#### **ARTICLE 18: NAMED HOLIDAYS**

- 18.03 – When an Employee qualifies for an alternate day off because they have worked on a Named Holiday, the Employer will incorporate the alternate day off on the Employee's schedule adjacent to either two consecutive days of rest or to a weekend off duty, rather than at a mutually agreed time.
- 18.03 – Delete ability for the Employee to bank stat holidays.
- 18.05 – Delete – When a named holiday falls during an Employee's vacation it is taken or paid by mutual agreement.

#### **ARTICLE 19: SICK LEAVE**

- Current

## **ARTICLE 21: PREPAID HEALTH BENEFITS**

- 21.01(a) – This Article will no longer apply to Covenant Health.
  - Consolidate current multiple UNA/AHS benefit plans into one plan as determined by the Employer. Delete the requirement that benefits to be no less than those in place in 2007.
  - Define current joint appeal criteria for what medication will be covered by the plan.
- 21.02(b) – Delete the substantially equivalent to HOBP clause.
- 21.06 – Eligibility for benefits restricted to those in a .4 FTE position or higher and for positions that are longer than six months.
- 21.08 – New – Inclusion of the LOU Re: ARTA Retiree Benefit Plan.

## **ARTICLE 22: LEAVES OF ABSENCE**

- Current

## **ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION**

- 23.06 - Employees to be compensated at the basic rate of pay for the duration of attendance at disciplinary discussions, rather than applicable rate.
- *Amend timelines to discipline from 10 days to 20 business days. **The Employer is prepared to withdraw and revert to current 10 days if UNA accepts the Employer's proposal that days are defined as business days and the timelines are directory.***

## **ARTICLE 25: SALARIES**

- Current

## **ARTICLE 26: EDUCATIONAL ALLOWANCES**

- 26.04 – Limit retroactivity of educational allowances to 12 months.

## **ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE**

- Current

## **ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

- 28.04 – Only outstanding issue is whether the language goes into Article 28.04 (ER), or 28.01c (union)

## **ARTICLE 29: PENSION PLAN**

- 29.05 – clarify RRSP matching is only until December 31<sup>st</sup> of the year a person turns 71, thereafter it is added to the Employees regular earnings. **The parties are agreed on the concept, just need to refine language**

## **ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

- 30.01 (a) – New Part time instructors and Clinical Nurse Specialist may, with mutual agreement,

work flexible hours, overtime would not apply to their daily hours.

- 30.01 (a) – Elimination of designated days of rest for part time Employees.
- 30.01 (b) - Part time Employees to be guaranteed of 2 consecutive unscheduled days averaged over shift cycle.
- 30.01 (b) – Standard workday part-time Employees permitted to pick up a shift replacing an extended workday Employee without attracting overtime. **The parties are agreed on the concept, just need to refine language.**
- 30.01 (c) – Define overtime threshold as hours worked in excess of 7.75 per day or 77.5 per pay period, or if additional hours above the employee’s FTE are worked . Mandatory overtime to be paid at the applicable overtime rate.
- 30.01 (d) – Part-time Employees would be paid the applicable vacation percentage for any hours worked over their FTE.
- 30.03 – Overtime eligibility for casuals amended from 147.25 hours in a month to 77.5 per pay period. Casuals would be obligated to advise the Employer if they are in an overtime situation if they accept additional work.

### **ARTICLE 32/33: GRIEVANCE/ARBITRATION PROCEDURE**

- Replace current Article 32 with the language in the Letter of Understanding.
- 32.02 – Grievances delivered to Sr. HR Advisor, not CEO.
- 32.04 – Payment for attendance at meetings is limited to the grievor.
- 32.05 – Definition of Group and Policy Grievances, from individual and multiple.
- 32.11 - Revised list of Arbitrators.

### **ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY**

- 34.01 – The Employer will pay the basic rate of pay for training, instruction or education required by the OHS Act, Code or Regulations.

### **ARTICLE 35: PROFESSIONAL DEVELOPMENT**

- 35.02(d) – Add “For the purposes of Article 35.02, “Attend/Attendance” may be satisfied by telehealth, self-study on-line learning, virtual classrooms, in-person sessions or other learning delivery mechanisms satisfactory to the Employer.”
- 35.04 – Nursing Journals may be made available in print, electronically or through library circulation.

### **ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- Current

### **ARTICLE 37: EXTENDED WORK DAY**

- 37.01(a) – A majority of the Employees could agree to implement an extended workday agreement on a Unit, rather than requiring agreement between the Union and the Employer.
- 37.01(b) Amend so the Employer may terminate the extended workday agreement with 12 weeks' notice, rather than either party having the ability to terminate the agreement.
- 37.02(C) – Introduction of a 12 hour evening shift.
- 37.02 (C ) (f) a request for permanent shifts shall be granted if operationally feasible, rather than no unreasonably denied.
- 37.02(C)(f) –1/2 day duty assured only when mathematically possible.
- 37.02(C)(h)(iv) – Delete the limit of four 12-hour shifts per week.

### **ARTICLE 39: JOB DESCRIPTION**

- Current

### **ARTICLE 41: AMBULANCE DUTY**

- Current

### **ARTICLE 44: MOBILITY**

- 44.07(a) – Add the ability for Employer to request volunteers when there is a temporary change service demand.

### **LETTERS OF UNDERSTANDING (ADVANCED STUDIES IN CRITICAL CARE ORIENTATION PROGRAM, PERIOPERATIVE NURSING PROGRAM OR THE EMERGENCY ROOM ORIENTATION PROGRAM)**

- Limit funding to those who complete the program.

### **LETTERS OF UNDERSTANDING RE: UNIT**

- 1. The Employer will maintain a list of areas designated as a unit. Delete requirement to provide list to the Union. Definition of Unit is for the purposes of Article 34: Occupational Health and Safety only. Delete the reference to Article 16: In Charge Pay
- 2. If the Union identifies concerns, an ad-hoc committee, not exceeding eight, equal numbers of Union and Employer representatives.

### **LETTERS OF UNDERSTANDING RE: CHARGE DESIGNATION REVIEW COMMITTEE**

- Chair of the Committee can be appointed utilizing the process under Article 32. Currently the Director of Mediation Services will appoint.

### **LETTERS OF UNDERSTANDING RE: SEVERANCE**

- Consequential changes.

## **LETTERS OF UNDERSTANDING RE: TRANSFER OF PROGRAMS**

- Consequential changes.

## **LETTERS OF UNDERSTANDING RE: RETENTION & RECRUITMENT INITIATIVES**

- Delete but replace with new Letters of Understanding that cover all provisions of this letter except Pre-retirement FTE Reduction, and Retirement Preparation Program.

## **NEW LETTERS OF UNDERSTANDING RE: TRANSITIONAL GRADUATE NURSE PROGRAM**

- Amended to require the Employer hires at least 20 TGNRP's. Reduce supernumerary period from 9 to 6 months.

## **NEW LETTERS OF UNDERSTANDING RE: EXTRAORDINARY TEMPORARY POSITIONS FOR INTERNATIONAL RECRUITMENT**

- Amended so that the Employer would need to meet with UNA before hiring temporary foreign workers.

## **NEW LETTERS OF UNDERSTANDING RE: UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION**

- Amended to delete: Pre-retirement FTE Reduction, and Retirement Preparation Program
- Amended Weekend Worker provision to include a clause on termination process for a Weekend Worker.

## **LETTER OF UNDERSTANDING RE: GRIEVANCE AND ARBITRATION**

- Include Letter of Understanding into Article 32. **Parties agree in principle**

## **LETTERS OF UNDERSTANDING RE: OHS – HAZARD ASSESSMENTS, ADMINISTRATIVE POLICIES AND PROCEDURES AND PERSONAL PROTECTIVE DEVICES**

Delete

## **LETTERS OF UNDERSTANDING RE: PREPAID HEALTH BENEFITS**

Delete

## **LETTER OF UNDERSTANDING RE: MERGER OR DIVISION OF UNITS**

- The Employer would have the ability to move Employees between units in the same program on the same site without rights to Article 15.

## **LETTER OF UNDERSTANDING RE: SCHEDULING**

Delete

## **LETTER OF UNDERSTANDING RE: MARKET CONDITION LUMP SUM**

Delete



**LETTERS OF UNDERSTANDING RE: COST OF LIVING LUMP SUM PAYMENT  
(2012/2013 FISCAL YEAR)**

Delete

**LETTER OF UNDERSTANDING RE: FACILITATION OF RETIREE ENROLLMENT INTO THE  
ALBERTA RETIRED TEACHERS' ASSOCIATION BENEFIT PLAN**

Delete and Move language into Article 21

**LETTER OF UNDERSTANDING RE: COMMITMENT TO HIRE ALBERTA NURSING  
STUDENT GRADUATES**

Delete

**LETTER OF UNDERSTANDING RE: NO REDUCTION OF NURSING HOURS**

- Renew with the benchmark dates of April 2009 to March 2010.

**LETTER OF UNDERSTANDING RE: JOINT WORKFORCE REGULARIZATION PROCESS**

Delete

**LETTER OF UNDERSTANDING RE: EMPLOYEES WITH MULTIPLE EMPLOYMENT  
RELATIONSHIPS (ALBERTA HEALTH SERVICES)**

Current

**NEW LETTER OF UNDERSTANDING RE: NAMED HOLIDAY BANK**

- Transitional provisions to implement stat banks pay out.

**NEW LETTER OF UNDERSTANDING RE: BENEFIT PLANS**

- Requires the non AHS Employers to have a substantially equivalent benefit plan.

**NEW LETTER OF UNDERSTANDING RE: COVENANT BENEFIT PLANS**

- Process for the amalgamation of Covenant Benefits Plans.

**NEW LETTER OF UNDERSTANDING RE: ONE TIME 2014-15 LUMP SUM PAYMENT**

- One-time lump sum payment of 1% of hours paid, except for Undergraduate Nurses.
- **This Lump Sum LOU is contingent on UNA agreeing to delete the current Market Condition Lump Sum Payment of \$1750 per year.**

**NEW LETTER OF UNDERSTANDING RE: RETENTION RECOGNITION**

- Moved from the deleted Recruitment and Retention Initiatives LOU. Provides for the continuation of the 2% Long Service Pay Adjustment for Employees with 20 years or more of nursing service.

## **NEW LETTER OF UNDERSTANDING RE: TIMELY EXPANSION OF SERVICE CAPACITY**

- Moved from the deleted Recruitment and Retention Initiatives LOU. Allows for the parties to meet if there is a planned expansion and staffing needs to increase sooner than the Collective Agreement provides for.

## **NEW LETTER OF UNDERSTANDING RE: FLEXIBLE HOURS FOR CLINICAL NURSE SPECIALISTS, NURSE CLINICIANS AND INSTRUCTORS**

- Allows for flexible work agreements between the Employee and the Employer.

## **NEW LETTER OF UNDERSTANDING RE: IN CHARGE DESIGNATION FOR MORE THAN ONE UNIT**

- Allows for an Employee to be placed in charge of more than one unit in specific situations.

## **LOCAL CONDITION**

### I. South Zone

- NEW Raymond Local Conditions  
NEW Alfred Egan Home Local Conditions

### II. Calgary Zone

- Delete Addendum B – Local 211 Responsibility Allowance and Temporary Assignment

### III. Central Zone

- Current

### IV. Edmonton Zone

- New Addendum D – LOU re: Critical Education Program

### VII. Cancer

- Current

### New

- Corrections  
• Northern Incentive Program

## **SALARIES**

April 1, 2013 – March 31, 2014 = 0%

April 1, 2014 – March 31, 2015 = 0% - **New LOU Re: One Time 2014-1015 Lump Sum Payment contingent upon deletion of LOU Market Condition Lump Sum.**

April 1, 2015 – March 31, 2016 = 1% - **Contingent upon deletion of the Designated Days of Rest for**

**Part-time Employees.**

April 1, 2016 – March 31, 2017 = 2%

Include Clinical Nurse Specialist Classification in main body at current rates.