

Summary of Articles in Agreement (July 10, 2014)

ARTICLE	CLAUSE	SUMMARY
Preamble		<ul style="list-style-type: none"> ▪ Current
Article 1: Term of Collective Agreement	1.04	<ul style="list-style-type: none"> ▪ Agreed to move the requirement to be fair and reasonable into both Article 3: Union Recognition and Article 4: Management Rights.
Article 2: Definitions <i>(Signed Off July 9/14)</i>	2.03	<ul style="list-style-type: none"> ▪ Basic rate of pay amended to include Long Service Pay Adjustment.
Article 3: Union Recognition <i>(Signed Off Jan. 21/14)</i>	3.04	<ul style="list-style-type: none"> ▪ The Union and Local will exercise their rights in a manner that is professional, fair and reasonable...
	3.05	<ul style="list-style-type: none"> ▪ Where a provision of the Agreement refers to a form of written communication between the Employer and the Union/Local, it can be provided electronically.
Article 4: Management Rights <i>(Signed Off Jan. 21/14)</i>	4.02	<ul style="list-style-type: none"> ▪ The Employer will exercise their rights in a manner that is professional, fair and reasonable....
Article 5: Union Dues <i>(Signed Off Dec. 6/13)</i>	5.01	<ul style="list-style-type: none"> ▪ Inclusion into the Agreement that the Employer will continue to deduct Union and Local dues levies. The Employer will provide the dues list electronically
	5.04	<ul style="list-style-type: none"> ▪ The Union may have a UNA binder on each unit, program or office.
	5.05	<ul style="list-style-type: none"> ▪ Union Orientation – The Employer will provide the Union with a list of new Employees at each site every two weeks. The Union can schedule a 45 minute presentation to new Employees of the site at no loss of regular earnings. The Local will provide the Employer 14 working days notice of the time, date and place of the presentation.
	5.06	<ul style="list-style-type: none"> ▪ Time off for Union leave will be with pay. The Union will agree to reimburse the Employer for the total cost of the leave plus a 15% administration fee.
Article 6: No Discrimination <i>(Signed Off Oct. 24/13)</i>	6.01	<ul style="list-style-type: none"> ▪ Inclusion of ancestry, place of origin, source of income, and family status. Replaced sex for gender.
Article 7: Hours of Work	7.06	<ul style="list-style-type: none"> ▪ Employees cannot receive payment for both 7.06(a) and 7.06(b) concurrently.
Article 8: Overtime <i>(Signed Off July 9/14)</i>	8.02	<ul style="list-style-type: none"> ▪ Current

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Article 9: On-Call Duty/Call Back <i>(Signed Off July 9/14)</i>		<ul style="list-style-type: none"> Current
Article 10: Transportation <i>(Signed Off July 9/14)</i>	10.05(c)	<ul style="list-style-type: none"> Casual Employees will be eligible for the vehicle allowance prorated based on the hours they work in the position that requires the use of a vehicle.
Article 11: Probationary Period and Orientation <i>(Signed Off May 30/14)</i>	11.03	<ul style="list-style-type: none"> A request by an Employee for additional orientation shall not be unreasonably denied.
Article 12: Seniority <i>(Signed Off Nov. 7/13)</i>	12.01(c)	<ul style="list-style-type: none"> Deleted – The removal of this clause ensures seniority applies to Employees during the probationary period.
	12.01(a)(i) & 12.01(a)(ii)	<ul style="list-style-type: none"> Amended to clarify that the selection of lines for a new rotation and for vacant lines is done by regular Employees in order of seniority and by FTE.
	12.04(e)	<ul style="list-style-type: none"> New – Seniority Tie-Breaking. For Employees with the same seniority date the Union conducts a random ordering to produce individual ranking. Where new Employees are hired and brings the same seniority date as those already existing in the bargaining unit the new Employee will be placed as least senior in ranking.
	12.05	<ul style="list-style-type: none"> Amended to ensure seniority dates are adjusted if re-entering the bargaining unit from an out of scope position. Previous language referred to “excluded” which may have been interpreted as managerial. This protects the seniority earned before leaving of those going to positions that are exempt or in HSAA or AUPE as long as employment is contiguous to UNA service.
Article 13: Evaluations and Personnel File <i>(Signed Off Dec. 6/13)</i>	13.01	<ul style="list-style-type: none"> The Employer will strive to provide each Employee with a yearly evaluation. The absence of an evaluation shall mean that the Employee meets expectations.
	13.03	<ul style="list-style-type: none"> The Employer will have five (5) working days to get the Employee their personnel file at their home site. Current provisions give the Employer two (2) days but it did not have to be at an Employees home site.
Article 14: Promotions, Transfers & Vacancies <i>(Signed off July 9/14)</i>	14.01(a)	<ul style="list-style-type: none"> Each vacancy shall be given a posting number. Multiple identical vacancies can be posted on one posting.
	14.02(e)	<ul style="list-style-type: none"> Amend to clarify that the Employer must get approval from the Local (not the Union) to grant extensions to temporary positions.
	14.02(b)	<ul style="list-style-type: none"> Amend to clarify that temporary positions occupied by a regular employee can be ended before the completion of the term.
	14.05	<ul style="list-style-type: none"> Amend to read, “The Union and all applicants for the transfer, promotion and/or vacancy, shall be informed in writing of the name of the successful applicant within five working days of the appointment.”

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	14.11	▪ Removal of the requirement that the position be managerial.
	14.14	▪ Clarification that temporary and casual employees can choose to work additional shifts in other areas.
Article 15: Layoff and Recall <i>(Signed Off July 9/14)</i>		▪ Current
Article 16: Responsibility Allowance, Temporary Assignment and In-Charge		
Article 17: Vacations with Pay		
Article 18: Named Holidays <i>(Signed Off July 9/14)</i>	18.03(d)	▪ Clarification of Overtime pay when overtime is worked on a Named Holiday; 2.5x will be paid for a standard Named Holiday, 3x will be paid for overtime worked on Christmas or the August Civic Holiday.
Article 19: Sick Leave <i>(Signed Off: June 18/14)</i>	19.04	▪ Inclusion of payment for medical documentation when requested by agents of the Employer
Article 20: Workers' Compensation <i>(Signed Off April 9, 2014)</i>		▪ Current
Article 21: Prepaid Health Benefits		
Article 22: Leaves of Absence		
Article 23: Discipline, Dismissal and Resignation		
Article 24: No Strike or Lockout <i>(Signed Off Oct. 22/13)</i>		▪ Current
Article 25: Salaries <i>(Signed Off June. 23/14)</i>	25.03	▪ Deleted and moved to Article 39: Job Description and Classification
Article 26: Educational Allowances	26.01(a)	▪ Inclusion of 50¢ hourly allowance for Certified Diabetes Educator Certificate. ▪ Clarification of "or vice versa" language.
	26.01(c)	▪ Inclusion of CARNA as a body that can recognize a degree as equivalent for the purpose of education allowance.
	26.05(b)	▪ Inclusion of Mount Royal University – Advanced Studies in Perinatal and Neonatal Nursing.
Article 27: Recognition of Previous Experience <i>(Signed Off July 10/14)</i>		▪ Current

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Article 28: Shift Differential and Weekend Premium <i>(Signed Off July 9/14)</i>	28.01(c)	<ul style="list-style-type: none"> ▪ Inclusion of the concept that Employees cannot be eligible to receive both evening and night shift for the same hours worked.
Article 29: Pension Plan <i>(Signed Off May 30, 2014)</i>	29.05(b)	<ul style="list-style-type: none"> ▪ Inclusion of the concept that RRSP matching can only occur until December 31st of the year a person turns 71, thereafter it is added to regular earnings.
	29.05(d)	<ul style="list-style-type: none"> ▪ Earnings for the purpose of RRSP contributions will include WCB while on sick leave with pay.
Article 30: Part-Time, Temporary and Casual		<ul style="list-style-type: none"> ▪ Consequential
Article 31: Copies of the Collective Agreement <i>(Signed Off Oct. 23/13)</i>		<ul style="list-style-type: none"> ▪ Current
Article 32A: Grievance Procedure		
Article 32B: Compensation Errors (will become Article 33) <i>(Signed Off Dec. 18/13)</i>	32.01B	<ul style="list-style-type: none"> ▪ Errors in compensation overpayments or underpayments to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error
	32.02B(a)	<ul style="list-style-type: none"> ▪ Employer errors can only be recovered from a 12 month period preceding the date the Employer became aware.
	32.03B	<ul style="list-style-type: none"> ▪ If an Employee is without pay because of a payroll error the Employer must issue the monies owing within 5 working days.
Article 33: Arbitration		<ul style="list-style-type: none"> ▪ Integrated into Article 32.
Article 34: Occupational Health and Safety <i>(Signed Off July 10/14)</i>	34.01	<ul style="list-style-type: none"> ▪ Where the OHS Code requires the Employer to provide training to Employees, the time spent in training shall be paid at the basic rate of pay.
	34.02	<ul style="list-style-type: none"> ▪ Training for OHS Committee members shall be provided at no cost and will be paid at the basic rate of pay.
Article 35: Professional Development		
Article 36: Professional Responsibility <i>(Signed Off July 9/14)</i>		<ul style="list-style-type: none"> ▪ Current
Article 37: Extended Work Day		<ul style="list-style-type: none"> ▪ The parties have agreed that standard workday part-time Employees may choose to work an extended workday shift without attracting overtime, when replacing another extended workday Employee.
Article 38: Technological Change <i>(Signed Off Oct. 22/13)</i>		<ul style="list-style-type: none"> ▪ Current

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Article 39: Job Description <i>(Signed Off May 30/14)</i>	39.02	<ul style="list-style-type: none"> ▪ Where the Employer creates a new classification the Employer notifies the Union of the title and salary scale. If the Union disagrees the Union and Employer will meet within 30 days to negotiate the title and salary. If agreement on salary is not reached the Union within 60 days of the creation and inclusion of the position in the bargaining unit, then the Union can advance the matter to Arbitration.
	39.03	<ul style="list-style-type: none"> ▪ An Employee may submit a request for a classification review to the Director of the area. ▪ If the Employee is not satisfied that the request was adequately considered they may ask the Union to bring the matter forward to the Employer. ▪ If an Employee is reclassified to a higher classification retroactivity is to the date of the request for review. ▪ If an Employee is reclassified to a lower classification then they are red circled until such time as the rate of pay for the new classification equals or exceeds their red circled rate.
Article 40: Committee Participation <i>(Signed Off Apr. 9/14)</i>		<ul style="list-style-type: none"> ▪ Current
Article 41: Ambulance Duty <i>(Signed Off July 9/14)</i>		<ul style="list-style-type: none"> ▪ Current
Article 42: Employment Insurance Premium Rebate <i>(Signed Off July 10/14)</i>		<ul style="list-style-type: none"> ▪ Current
Article 43: Subsistence and Camp Allowance <i>(Signed Off Jan. 21/14)</i>		<ul style="list-style-type: none"> ▪ Included a provision that previously only applied to Alberta Hospital Edmonton. Camp allowance of 7.75 hours pay per day and an allowance of \$70 per day in camp will be paid to Employees who attend camp with patients/residents/clients.
Article 44: Mobility <i>(Signed Off July 9/14)</i>		<ul style="list-style-type: none"> ▪ Current

LETTERS OF UNDERSTANDING

Re: Joint Committee <i>(Signed Off Nov. 7/13)</i>		<ul style="list-style-type: none"> ▪ Amended - The Committee will meet at least every two (2) months. Previous language was monthly.
Re: Deferred Salary Plan <i>(Signed Off Oct. 22/13)</i>		<ul style="list-style-type: none"> ▪ Current
Re: Transitional Issues <i>(Signed Off Oct. 23/13)</i>		<ul style="list-style-type: none"> ▪ Delete

ARTICLE	CLAUSE	SUMMARY
Re: Staffing and Workload Initiative (Signed Off Apr. 9/14)		▪ Delete
Re: Charge Designation Review Committee (Signed Off May 30/14)		▪ Current
Re: Transfer of Programs		▪ Current
NEW Re: Duty To Accommodate (Signed Off Jan. 21/14)		<ul style="list-style-type: none"> ▪ Recognition that the accommodation of Employees is a shared responsibility and that inclusiveness is of particular importance in the health care sector. ▪ If during the process of accommodation and dispute arises, either party may the issue to the Dispute Resolution Advisory Committee.
Re: Combined Positions (Signed Off Apr. 9/13)		▪ Current
Re: OHS – Hazard Assessments, Administrative Policies and Procedures and Personal Protective Devices (Signed Off July 9/14)		▪ Delete
Re: Unit		▪ Current
Re: Retention and Recruitment Initiatives		▪ Current
Re: Merger or Division of Units		▪ Current
Re: Scheduling		▪ Current
Re: Lump Sum Payment		▪ Current
Re: Employees with Multiple Employment Relationships		▪ Current
Re: Severance		▪ Current