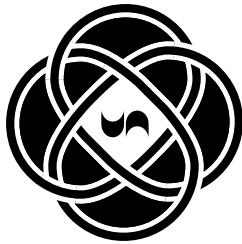


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**NEGS**  
**2017**



Meeting Procedures & Other Information

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# Index of Negotiating Committee Recommendations

# Index of Negotiating Committee Recomendations

<b>Article</b>	<b>Date</b>
Article 1: Term Of Collective Agreement	Amended - Mediator's recommendation
Article 2: Definitions	Agreed as current
Article 3: Recognition	Agreed as amended
Article 4: Management Rights	Agreed as current
Article 5: Dues, Deductions And Union Business	Amended - Mediator's recommendation
Article 6: No Discrimination	Agreed as current
Article 7: Hours of Work	Agreed as amended
Article 8: Overtime	Current agreement - Mediator's recommendation
Article 9: On-Call Duty/Call Back	Current agreement - Mediator's recommendation
Article 10: Transportation	Agreed as amended
Article 11: Probationary Period	Agreed as amended
Article 12: Seniority	Agreed as amended
Article 13: Evaluations and Personnel	Agreed as amended
Article 14: Promotions, Transfers and Vacancies	Agreed as amended
Article 15: Layoff and Recall	Agreed as amended
Article 16: Responsibility Allowance, Temporary Assignment And In Charge	Current agreement - Mediator's recommendation
Article 17: Vacations with Pay	Agreed as current
Article 18: Named Holidays	Current agreement - Mediator's recommendation
Article 19: Sick Leave Article 19.07	Agreed as amended
Article 20: Workers Compensation	Agreed as amended
Article 21: Employee Benefits	Agreed as amended
Article 22: Leaves Of Absence	Amended - Mediator's recommendation
Article 23: Discipline, Dismissal and Resignation	Agreed as amended
Article 24: No Strike or Lockout	Agreed as current
Article 25: Salaries	Current agreement - Mediator's recommendation
Article 26: Educational Allowances	Agreed as current
Article 27: Recognition of Previous experience	Agreed as current
Article 28: Shift and Weekend Premium	Agreed as current
Article 29: Pension Plan	Agreed as amended
Article 30: Part-Time, Temporary And Casual Employees	Amended - Mediator's recommendation
Article 31: Copies of the Collective agreement	Agreed as current



<b>Article</b>	<b>Date</b>
Article 32: Dispute Resolution Process	Agreed as amended
Article 33: Compensation Errors	Agreed as amended
Article 34: Occupational Health and Safety	Agreed as amended
Article 35: Professional Development	Current agreement - Mediator's recommendation
Article 36: Professional Responsibility	Amended - Mediator's recommendation
Article 37 Extended work day	Agreed as current
Article 38: Technological change	Agreed as current
Article 39: Job Description and Classification	Agreed as amended
Article 40: Committee participation	Agreed as current
Article 41: Ambulance Duty	Agreed as amended
Article 42: Employment Insurance Premium Reductions	Agreed as current
Article 43: Subsistence and Camp Allowance	Agreed as current
Article 44: Mobility	Agreed as amended

### **Letters of Understanding**

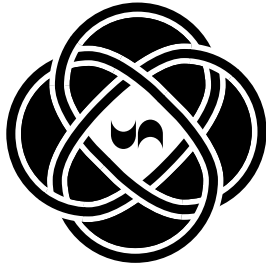
#1 Unit	Agreed as amended
#2 Re: Charge Designation Review Committee	Current agreement - Mediator's recommendation
#3 In-Charge Designation for more than one unit	Agreed as current
#4 Transfer of Programs	Agreed as current
#5 Deferred Salary Plan	Agreed as amended
#6 Joint Committee	Agreed as current
#7 Re: Retention & Recruitment Initiatives	Amended - Mediator's recommendation
#8 Combined Positions	Agreed as current
#9: Merger or Division of Units	Agreed as current
#10 Scheduling	Agreed as current
#11: Lump Sum	Agreed as amended
#12 Re: Cost of Living Lump Sum Payment	Deleted - Mediator's recommendation
#13 Re: No Reduction of Nursing Hours	Amended - Mediator's recommendation
#14 Employees in Multiple Employment Relationships (AHS)	Agreed as current
#15 Severance	Agreed as amended
#16 Duty to Accommodate	Agreed as current
#17: Grandfathering of Employees at Certain Sites for EE's at AHS sites with 100% Health and /or Dental Reimbursement Coverage	Agreed as current
#18 Non-HBTA Plans	Agreed as current
#19 Professional Responsibility	Agreed as current



## Letters of Understanding

NEW Maximum Length of Shift Cycle	Agreed as new
NEW Extended Workday Option 4 ON/4 OFF	Agreed as new
NEW: Compensation	<p>Amended - Mediator's recommendation</p> <p>Note: Section 101 of the <i>Labour Relations Code</i> reads as follows:</p> <p><b>Matters to be considered</b></p> <p><b>101</b> To ensure that wages and benefits are fair and reasonable to the employees and employer and are in the best interest of the public, the compulsory arbitration board</p> <p>(a) shall consider, for the period with respect to which the award will apply, the following:</p> <ul style="list-style-type: none"> <li>(i) wages and benefits in private and public, and unionized and non-unionized, employment;</li> <li>(ii) the continuity and stability of private and public employment, including <ul style="list-style-type: none"> <li>(A) employment levels and incidence of layoffs,</li> <li>(B) incidence of employment at less than normal working hours, and</li> <li>(C) opportunity for employment;</li> </ul> </li> <li>(iii) the general economic conditions in Alberta,</li> </ul> <p>and</p> <p>(b) may consider, for the period with respect to which the award will apply, the following:</p> <ul style="list-style-type: none"> <li>(i) the terms and conditions of employment in similar occupations outside the employer's employment taking into account any geographic, industrial or other variations that the board considers relevant;</li> <li>(ii) the need to maintain appropriate relationships in terms and conditions of employment between different classification levels within an occupation and between occupations in the employer's employment;</li> <li>(iii) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered;</li> <li>(iv) any other factor that it considers relevant to the matter in dispute.</li> </ul>
NEW: Health Benefits Trust of Alberta (Letter of Commitment)	<p>Amended - Mediator's recommendation</p> <p>AHS commits to add to the next Health Benefits Trust of Alberta Policy Council meeting's agenda and fully support UNA's request for non-voting representative status on the Council.</p>





Meeting Procedures & Other Information

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# Summary of Articles in Agreement

# Summary of Articles in Agreement

## Article

Article 2: Definitions	Renew as current
Article 3: Recognition	Amend 3.01 to read:  <b>The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificates as “All Employees when employed in Direct Nursing Care or Nursing Instruction.” The Employer agrees to recognize the duly elected or appointed representatives of the Union.</b>
Article 4: Management Rights	Renewed as current
Article 6: No Discrimination	Amend 6.01 to read:  There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability, <b>gender identity, gender expression</b> nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee’s or Employer’s exercising any right conferred under this Agreement or any law of Canada or Alberta.
Article 7: Hours of Work	Add to 7.01(b) (iv): <b>Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the shift, except by mutual agreement between the Employer and the Employee.</b>  Add to 7.02 (f): <b>Evening duty means shifts where the majority of the regularly scheduled shift falls between 1500 hours and 2300. Night duty means shifts where the majority of the regularly scheduled shift falls between 2300 hours and 0700.</b>  Amend 7.03 to add:  <ul style="list-style-type: none"> <li>(i) <b>Prior to implementing or posting a new shift schedule the employer shall have discussions with the local regarding the upcoming new schedule.</b></li> <li>(ii) <b>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).</b></li> <li>(iii) <b>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 week, via telephone conference call and agree on the time frame for line selection.</b></li> </ul>



## Article

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Article 7: Hours of Work

- (iv) **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 shall 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.**
- (v) **The schedule shall then be posted and line selection shall take place during the specified time frame.**
- (vi) **At the end of the specified time frame, the 12 week advance notice shall begin.**
- (vii) **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.**

Editorial change to 7.04 (a)(ii):

- (ii) changes an **Employees'** scheduled Shift, but not their scheduled days off, without giving **14 days'** notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.

Editorial change to 7.04(c):

An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for **14 days'** notice of change **and the resultant penalty pay as described in 7.04(a)** shall not apply. Employees or the Employer should make such requests 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.

Editorial change to 7.06(a):

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and ~~their~~ **the Employee's** home.

Article 10: Transportation

Editorial change to 10.03 as follows:

- 10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile ~~she or he~~ **the Employee** shall be reimbursed pursuant to Article 10.01.





## Article

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Article 10: Transportation Editorial change to 10.03 as follows:

- (c) When the Employee is required to report to a site or other location at the start of ~~their~~ **the** day, or to end ~~their~~ **the** work day at a site or other location other than ~~their~~ **the Employee's** home site, the travel, to the extent it extends beyond normal working hours, is on the Employee's own time unless the one (1) way trip adds more than 20 kilometres to their travel. In that case, the Employee will be paid kilometrage and time for ~~their~~ **the** additional travel. The question of whether the trip adds more than 20 kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee's residence or at the Employee's home site.
- 

Article 11: Probationary Period Editorial change to 11.01 as follows:

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of ~~her or his~~ **the** probationary period.
- 

Article 12: Seniority Replace 12.04 with:

12.04 Seniority Lists

- (a) The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file in accordance with the UNA Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.**
- (b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals. Any changes to the Template Report must be mutually agreed.**
- (c) *Correction of Seniority Lists***  
**The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 12.04(a).**
- (d) Where an Employee claims previous service under Article 12.01(b)(ii), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.**
- (e) *Seniority Tie-Breaking***
- (i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.
- (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.
- 



## Article

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### Article 12: Seniority

Amend Article 12.05 as follows:

In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out-of-scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. **This provision shall apply to an Employee who becomes an Employee of United Nurses of Alberta.**

### Article 13: Evaluations and Personnel

Add to 13.01:

- (c) **An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.**
- (d) **In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.**

Amend 13.02(b) as follows:

Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign the evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within ~~seven~~ **fourteen (14)** days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

### Article 14: Promotions, Transfers and Vacancies

Editorial change to final sentence of 14.02(b) as follows:

~~A~~Regular **Employees** achieving a temporary position shall maintain their status as a Regular Employee.

Editorial change to 14.06 as follows:

When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which ~~she or he~~ **the Employee** has been promoted.



## Article

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Article 14: Promotions,  
Transfers and Vacancies

Amend 14.07 (c) as follows:

(c) Should either:

- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to ~~their~~ **the Employee's** former position,

the Employer shall reinstate the Employee in ~~their~~ **the Employee's** former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to ~~their~~ **the Employee's** home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in ~~their~~ **the Employee's** former position. **The Employee shall continue to be paid at the Basic Rate of Pay of the former position until they have been placed in a suitable position.**

Editorial change to 14.11 as follows:

14.11 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into ~~their~~ **the Employee's** former position. The Local shall be notified whenever this clause is applied.

Amend 14.15 as follows:

14.15 Decreasing or Increasing Regular Hours of Work

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to **decrease** or increase their regular hours of work. **The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease or increase the regular hours of work and such request shall not be unreasonably denied.**

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:



## Article

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### Article 14: Promotions, Transfers and Vacancies

- (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
- (B) Requests for a temporary **decrease** in regular hours of work shall indicate the period of time that the temporary **decrease** would apply. The maximum time for such temporary **decrease** is 12 months.
- (C) ~~The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.~~
- (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.15 equals or exceeds .4 FTE, they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 14.15 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
- (v) ~~A Regular Full-time or Regular Part-time~~ Employees cannot decrease ~~her or his~~ their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.
- (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend ~~her or his~~ **the** request.



## Article

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### Article 14: Promotions, Transfers and Vacancies

- (vii) Where a regular extended Shift Employees decreases ~~her or his~~ **their** regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for Regular Part-time Employees:
  - (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
    - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.15(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
  - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.15(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.15(b) above will not remain subject to the provisions of Article 14.15.
  - (vi) A Regular Part-time Employees may add to ~~her or his~~ **their** regular hours of work, only those hours from the vacant position(s) that can be accommodated in ~~her or his~~ **their** schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.15.
  - (viii) No Regular Part-time Employees shall be permitted to increase ~~her or his~~ **their** regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
  - (ix) Where a Regular Part-time extended Shift Employees increases ~~her or his~~ **their** regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.



## Article

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Article 14: Promotions,  
Transfers and Vacancies

- (c) ~~No~~ Employees **shall not be permitted to** may decrease or increase her-  
or his **their** regular hours of work pursuant to Article 14.15 more fre-  
quently than once in a calendar year unless otherwise agreed between  
the Employer and the Local.
- (d) Any redistribution of hours as a result of the operation of Article 14.15  
shall not be considered a violation of the Letter of Understanding Re:  
Severance.
- (e) Where any request pursuant to Article 14.15 has been approved,  
the Employer shall issue a letter to the Employee confirming the  
Employee's new regular hours of work in accordance with this  
Collective Agreement or, if applicable, the temporary period that the  
amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article  
14.15 shall be provided to the Local forthwith.
- (g) An Employee whose regular hours of work are altered through the  
operation of Article 14.15 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance  
with Article 14.15 shall not be considered a violation of Articles 14:  
Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time,  
Temporary and Casual Employees; or 37: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall pro-  
visions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff  
and Recall in circumstances where a position of greater than .4 FTE  
has become vacant. In such a case, the Employer shall first attempt to  
fill the vacancy in accordance with Article 14: Promotions, Transfers &  
Vacancies and 15: Layoff and Recall of the Collective Agreement. Only  
after the position has been posted and there have been no qualified  
candidates may the provisions of Article 14.15(b)(iii) apply.

Add new 14.16

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**14.16 A request to transfer to Casual Status shall not be unreasonably denied.**

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Article 15: Layoff and  
Recall

Amend 15.04 (b) (i) to read:

- (i) place the Employee in any available vacant **position** of the Employer's choice  
for which the Employee has the ability to perform the work **and is within a  
radius of 50 kilometers from the current site.** (an Employee may elect to be laid  
off, with recall rights if the position is located at a site outside the boundaries  
of the municipality in which the current site is located); or

Article 17: Vacations with  
Pay

Renew as current agreement

Article 19: Sick Leave

Renew as current with editorial changes only

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**Article**

<p>Article 20: Workers Compensation</p>	<p>Amend Article 20.01:</p> <p>An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the <i>Workers' Compensation Act</i>, shall continue to receive full net salary provided the Employee assigns over to the Employer, <del>on proper forms</del>, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10<sup>th</sup> of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10<sup>th</sup> of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).</p> <p>Editorial changes to 20.02 as Follows</p> <p><b>Employees</b> who have been on Workers' Compensation and who is <b>are</b> certified by the Workers' Compensation Board to be fit to return to work and who is <b>are</b>:</p> <p><b>Editorial changes to 20.02 (a), (b), and (c)</b></p> <p>Editorial change to Article 20.04</p>
<p>Article 21: Employee Benefits</p>	<p>Amend Article 21.02 to add 21.02(b):</p> <p><b>The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.</b></p>
<p>Article 23: Discipline, Dismissal and Resignation</p>	<p>Amend Article 23.03 to read:</p> <p>In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Local forthwith and in any event not later than five (5) days of the action being taken. <b>Any suspension must take place immediately following notice of suspension.</b> The action of suspension or dismissal shall be within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.</p> <p><b>Amend Article 23.04 to read:</b></p> <p><b>(a)</b> An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period. <del>of which the Employee is aware.</del> The Employer shall confirm in writing to the Employee that such action has been effected.</p>



## Article

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Article 23: Discipline, Dismissal and Resignation      **(b) Once a disciplinary record is eligible for removal per 23.04(a), the Employer shall not rely on nor refer to such discipline in responding to new misconduct or performance issues.**

**Amend Article 23.06 to read:**

Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. **Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the persons bringing the complaint forward, if known; unless the Employer believes that there is a significant safety risk to the patients, public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.**

Editorial change to 23.07:

In the event that an Employee is reported to ~~her or his~~ **the** licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.

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Article 24: No Strike or Lockout      Renew as current agreement

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Article 26: Educational Allowances      Renew as current agreement

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Article 27: Recognition of Previous experience      Renew as current agreement

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Article 28: Shift and Weekend Premium      Renew as current agreement

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Article 29: Pension Plan      Amend 29.05 as follows:

- (a) the employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). **Effective April 1, 2018 the Employer shall also provide a Tax Free Savings Account (TFSA). Employees shall determine the allocation of contributions to either the RRSP or the TFSA. Employees may change their allocation effective April 1st each year.**
  - (b) effective on the Employee's date of enrollment, a Regular **Employee** shall have the right to contribute up to 2% of ~~his or her~~ regular earnings **into either the RRSP or TFSA:**
- 





## Article

Article 29: Pension Plan

(i) **Employees may contribute** into the RRSP until **December 30th** of the year the Employee turns 71. The employer shall match the Employee's contributions into the RRSP;

(ii) **Employees may contribute into the TFSA. The Employer shall match the Employee's contributions into the TFSA.**

(c) A Regular **Employee** who, by virtue of ~~his or her~~ **their** age, no longer qualify under article **29.05(b)(i)**, shall **have the option of reallocating contributions to the TFSA as per 29.05 (b) (ii) or** receive an additional 2% of ~~her or his~~ **their** regular earnings. **Employees may change their allocation between participating in the TFSA and receiving 2% of regular earnings effective April 1st each year.**

(d) "earnings" as defined in article 29.05(b) above, will include WCB earnings until such time that the employee exhausts ~~his or her~~ **accrued** sick leave credits and is deemed to be on sick leave without pay.

Add New 29.08 as follows:

**The Employer will provide annual reminders to enroll in the Pension Plan, RRSP or TFSA to all eligible Employees.**

Article 31: Copies of the Collective agreement

Renew as current agreement

Article 32: Dispute Resolution Process

Amend 32.09 Mediation as follows:

### 32.09 **Mediation**

(a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the ~~Local~~ **Union** and the Employer.

Amend 32.11 Arbitration as follows:

(c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, DRAC shall, within 10 days after receipt of notification provided for in Article 32.11(b) above, select one (1) of the following arbitrators to hear the Arbitration:

Jan Alexander-Smith	Tom Jolliffe
David Phillip Jones	Andrew C. L. Sims
Lyle Kanee	David Tettensor
<b>Rick Wilson</b>	<b>Mark Asbell</b>
<b>William McFetridge</b>	<b>Kathryn Oviatt</b>

The selection shall be random.

Note: The parties may mutually agree to amend the above list.



## Article

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Article 33: Compensation Errors	<p>Editorial corrections as follows:</p> <p>33.02 (e) The Employer may recover overpayments by deductions from an Employees' <b>Employee's</b> earnings:</p> <ul style="list-style-type: none"> <li>(i) in any way agreed to by the Employee orally under (b) or in writing;</li> <li>(ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed \$25 per \$200 of Gross Earnings;</li> <li>(iii) if the Employee resigns or is terminated for cause, from <del>their</del> <b>the</b> final pay cheque or other funds due on termination.</li> </ul>
Article 34: Occupational Health and Safety	<p>Amend 34.02 to add:</p> <p><b>(g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).</b></p> <p>Amend 34.04 to read:</p> <ul style="list-style-type: none"> <li>(a) No Employee shall be assigned to work alone on a unit.</li> <li>(b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the committee. <b>Employees shall be provided with, and be required to use the hazard controls specified within the applicable working alone safety plan.</b></li> </ul> <p>Add a new 34.05 as follows:</p> <p><b>The Employer shall implement a psychological health and safety plan consistent with the current Canadian Standards Association psychological health and safety in the workplace standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the health and safety committee.</b></p> <p><b>Renew remainder of Article.</b></p> <p><b>Amend 34.07(b) as follows:</b></p> <p>There shall be a policy supporting zero tolerance of <del>staff abuse</del> <b>workplace violence</b>, which shall be reviewed annually by the committee. Signs shall be posted in public areas to give notification of this <b>policy</b>.</p>
Article 37 Extended work day	Consequential changes as necessary.
Article 38: Technological change	Renewed as current agreement



**Article**

Article 39: Job Description and Classification	<p>Editorial changes as follows:</p> <p><b>39.03 Classification Review</b></p> <ul style="list-style-type: none"> <li>(a) <del>An Employee</del> <b>Employees</b> who <del>has</del> <b>have</b> good reason to believe that <del>he/she</del> <b>they</b> <del>is</del> <b>are</b> improperly classified may apply, in writing by electronic mail, <b>to their most immediate supervisor in an excluded management position</b> to have their classification reviewed. The Employer will give consideration to such application and notify the Employee accordingly.</li> <li>(b) Should the Employee <b>Employees</b> feel that <del>he/she</del> <b>they</b> <del>has</del> <b>have</b> not received proper consideration in regard to a classification review, <del>he/she</del> <b>they</b> may request that the matter be further reviewed by discussion between the Union and the Employer.</li> <li>(c) The Employer shall notify the Union of its position within 90 days of the matter being brought to the Employer by the Union.</li> <li>(d) Where the parties are unable to agree, the matter may be subject to the procedures outlined in Article 32: Dispute Resolution Process.</li> <li>(e) Should an Employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 14.06.</li> <li>(f) <del>An</del> <b>Employees</b> who is reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.</li> </ul>
Article 40: Committee participation	Renewed as current agreement
Article 41: Ambulance Duty	<p>Editorial change to 41.03 (a) as follows:</p> <ul style="list-style-type: none"> <li>(a) In the event circumstances permit an immediate return to the Employee's place of employment, the Employee shall be paid at the Employee's basic rate and/or, if applicable, the overtime rate as stated in Article 8: Overtime, to which the Employee is entitled up to the time: <ul style="list-style-type: none"> <li>(i) the patient/resident/client is released into the care of the receiving site;</li> <li>(ii) the Employee's scheduled work period would otherwise have ended; or</li> <li>(iii) the Employee has returned to <del>her or his</del> <b>the Employee's</b> place of employment;</li> </ul> </li> </ul> <p>whichever is the later, and the Employee shall be reimbursed for reasonable and substantiated expenses incurred.</p>



## Article

Article 42: Employment Insurance Premium Reductions	Renewed as current agreement
Article 43: Subsistence and Camp Allowance	Renewed as current agreement
Article 44: Mobility	<p>Amend by deleting current 44.02 (b)</p> <p><del>(b) All programs previously considered as “community nursing” fall within and are examples of the description above.</del></p> <p>And renumbering remainder of clause.</p> <p>Amend 44.08(c) as follows:</p> <p>The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three (3) names submitted by the Union and three (3) names submitted by the Employers. The initial Umpire will be <del>Mr. Jay Spark</del> <b>Ms. Carol Graham</b>. The initial Alternate Umpire will be Ms. Donna Neumann.</p>
Letters of Understanding	
#1 Unit	<p>November 6/17 agreed in principle as follows:</p> <p><del>3. Failing resolution of the dispute by the Ad-hoc Committee, pursuant to the above, the Union shall have the right to advance and present the dispute within 30 days of receipt of the written notification pursuant to #1 and #8 of this Letter of Understanding, to the Chief Executive Officer or designate.</del></p> <p><del>The Chief Executive Officer or designate shall reply in writing to the Union within seven (7) days of the presentation by the Union.</del></p> <p><b>43.</b> Failing resolution of the dispute between the parties pursuant to <del>#32</del> above, the Union may advance the dispute within 30 days of response from the Chief Executive Officer or designate to Arbitration in accordance with this Collective Agreement.</p> <p><b>54.</b> In hearing the dispute pursuant to <del>#43</del> above, the <del>Board of Arbitration or</del> <b>Arbitrator</b> shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 16.02 and Article 34.04.</p> <p><b>65.</b> Should the <del>Board of Arbitration or</del> <b>Arbitrator</b> find that the Employer’s designation of a unit is inappropriate, the matter shall be returned to the parties for a period of 30 days during which the Employer and the Union will attempt to again resolve the matter.</p> <p><b>76.</b> Should the parties fail to resolve the matter within the 30 day period, the <del>Board of Arbitration or</del> <b>Arbitrator</b> shall render a decision in this regard.</p> <p><b>87.</b> Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.</p>



## Article

#3 In-Charge Designation for more than one unit	Renew as current
#4 Transfer of Programs	Renew as current agreement
#5 Deferred Salary Plan	Editorial changes as follows:  The Employer shall have a policy in place which will enable Employees who have completed their probationary period to access a deferred salary plan.  During such absence, the Employee shall have the right to continue with benefits as per Article 21: Employee Benefits, provided that <del>he or she</del> <b>the Employee</b> pays the full cost of the premiums. All provisions of Article 22.01(e) shall apply during the leave.  At the completion of the leave, the Employer shall reinstate the Employee in the same position held by <del>her or him</del> <b>the Employee</b> immediately prior to taking the leave or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.  The policy shall be in accordance with Canada <del>Customs and</del> Revenue Agency and Local Authorities Pension Plan regulations.
#6 Joint Committee	Renew as current agreement
#8 Combined Positions	Renew as current agreement
#9: Merger or Division of Units	Renew as current agreement
#10 Scheduling	Agreed as current agreement
#11: Lump Sum	Amend item #2 as follows:  For the purposes of this Letter of Understanding, "regular hours actually worked" includes:  (a) Leaves of absence for Union and Local business;  (b) Other leaves of absence of one (1) month or less;  (c) Time on sick leave with pay;  (d) Absences while receiving Workers' Compensation;  (e) Educational leave up to 24 months; and  <b>(f) Maternity, Parental, Compassionate/Terminal Care, Parents of Critically Ill Child and Death or Disappearance of Child Leaves</b>  Editorial changes to item 3 as follows:  Employees who commence employment or change <del>her or his</del> <b>their</b> employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.



## Article

#14 Employees in Multiple Employment Relationships (AHS)	Renew as current agreement
#15 Severance	<p>Delete final sentence :</p> <p><del>This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2017, or upon the date of ratification of the next Collective Agreement, whichever is later.</del></p>
#16 Duty to Accommodate	Renew as current agreement
#17: Grandfathering of Employees at Certain Sites for EE's at AHS sites with 100% Health and / or Dental Reimbursement Coverage	Renew as current agreement
#18 Non-HBTA Plans	Renew as current agreement
#19 Professional Responsibility	<p>Editorial changes as follows:</p> <p>The parties will <del>forthwith</del> <b>establish continue participation in</b> a forum for good faith discussions during the term of the Collective Agreement about how to improve the effectiveness of the Professional Responsibility Committee and addressing concerns about safe staffing.</p>



**Article**

NEW Maximum Length of  
Shift Cycle

**LETTER OF UNDERSTANDING #20**  
**Maximum Length of Shift Cycles**

Notwithstanding the provisions of Article 2.13, the parties agree that there is a benefit to limiting repeating shift cycles to 12 weeks in duration where possible. The parties recognize that adapting schedules to ensure that the shift cycle repeats within a period of 12 weeks will take time and requires other changes that may impact Employees. The parties therefore agree as follows:

1. Unless otherwise agreed in writing by the Local and the Employer, or unless impossible, new shift schedules that are posted for implementation after the date of ratification shall have shift cycles that are 12 weeks or less in duration. This Letter of Understanding shall not apply in workplaces where there are non-repeating shift cycles. The Employer shall make reasonable efforts to provide the Union with a listing of such workplaces within 90 days of date of ratification.
2. The parties recognize that the introduction of a new schedule that complies with item #1 will may require alteration to an Employee's shifts per shift cycle. In such cases, the alteration of an Employee's Shifts per Shift cycle shall be minimized to the greatest extent possible and shall not trigger Article 15: Layoff and Recall.
3. The parties recognize that the introduction of a new schedule that complies with item #1 may require alteration to an Employee's FTE. In such cases, the alteration of an Employee's FTE shall be minimized to the greatest extent possible and shall not trigger Article 15: Layoff and Recall.
4. A revised letter of hire confirming the Employee's hours per shift and shifts per shift cycle shall be issued when there are changes.
5. Nothing in this Letter of Understanding affects any requirements the Employer has as the result of the Arbitration Award regarding UNA grievance # 141371.
6. Shift cycles that are in the process of being implemented prior to ratification shall be excluded from the application of this provision.



**Article**

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NEW Extended Workday  
Option 4 ON/4 OFF

**LETTER OF UNDERSTANDING #21**

**RE: NEW Extended Work Day Option (4 On/4 Off) and Hours of Work Working Group**

**The Parties agree that the concept of a modified scheduling option (4 on/4 off) for Employees working under Article 37 - Extended Work Day is one that requires further discussion and problem solving and trial. Both parties are committed to making all reasonable efforts to continue working towards an agreement on the modified scheduling option in a timely manner. Any such agreement reached shall be subject to ratification by the Union.**

**The parties therefore agree to establish a working group of the Joint Committee to continue discussions on this topic during the term of the Collective Agreement. In addition to discussing the modified scheduling option the working group shall also review and discuss issues related to Article 7, Article 37 and Letter of Understanding #10.**

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Appendix 3

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# Mediator's Report

**IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT**

**BETWEEN:**

**UNITED NURSES OF ALBERTA  
(THE “UNION”)**

**and**

**ALBERTA HEALTH SERVICES, COVENANT HEALTH, LAMONT HEALTH CARE,  
THE BETHANY GROUP (CAMROSE)  
(THE “EMPLOYER”)**

**MEDIATOR’S REPORT OF LYLE KANEE, Q.C.**

**January 4, 2018**



## **MEDIATOR’S REPORT OF LYLE KANEE, Q.C.**

### **INTRODUCTION:**

The Collective Agreement governing these parties expired on March 31, 2017. In late September 2017, the parties reached a point in their bargaining for a new agreement at which they jointly invited me to act as mediator to assist them in reaching an agreement. Throughout the negotiation and mediation process, the parties worked diligently and respectfully to rationally explore their interests on all outstanding issues. The vast majority of bargaining issues have been resolved and signed off, or have been agreed to in principle subject to full and final agreement. A list of the resolved issues is attached as “Appendix A” to this report.

Despite the parties’ best efforts, a number of issues remain outstanding. At the request of the parties, I have prepared my own recommendations for resolution of the remaining outstanding issues for consideration by the parties. In doing so, I have attempted to capture the mutual interests expressed by the parties and to fairly balance competing interests. I encourage the parties to step back from any single issue or group of issues and reflect upon the totality of the agreement as contained in the provisions they have agreed to and in these recommendations.

### **RECOMMENDATIONS:**

#### **A. ARTICLE 1: TERM**

April 1, 2017 – March 31, 2020.

#### **B. ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS**

- 5.05                    **A representative of the Local shall not suffer any loss in pay for time spent to attend meetings with the Employer arising from the administration of this Collective Agreement. The Local representative shall provide as much advance notice of the request as possible and shall not leave their work area or unit without obtaining the prior consent of their supervisor which shall not be unreasonably withheld.**
- 5.06            (a)    **The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business, or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer’s reply shall be given in writing. Employees should make such requests with at least two weeks advance notice, if possible, in order to maximize the ability to accommodate the request.**
- (b)    **For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave**

is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.

- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

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

### **22.01 General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Articles 22.04 and 22.05 where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Article 22.04(f) or 22.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible. If that is not possible, the Employee will be reinstated to the Employee's home site, if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site.

### **22.02 General Leave**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of



absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

#### 22.03 **Bereavement Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

#### 22.04 **Maternity Leave**

- (a) Employees who have completed 90 days of employment shall, upon written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.

- (e) 75%:25% premium cost sharing will continue for 12 full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.
- (f) Employees on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (g) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

#### 22.05 **Adoption/ Parental Leave**

- (a) Employees who have completed 90 days of employment shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) days' notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) 75%:25% premium cost sharing will continue for 12 full weeks of adoption/parental leave provided that the Employee makes arrangements to prepay their share of the premium prior to commencement of the adoption/paternity leave.



## 22.06 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

## 22.07 Court Appearance

- (a) In the event an Employee is required to appear before a court of law for jury selection, as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
  - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

## 22.08 Personal Leave

- (a) Each Employee shall be entitled to three (3) Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied.
- (b) If Employment commences on or after August 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:
  - (i) August 1<sup>st</sup> – November 30<sup>th</sup>: two (2) Personal Leave days
  - (ii) December 1<sup>st</sup> – March 31<sup>st</sup>: one (1) Personal Leave day.

## 22.09 Caregiver Leaves

- (a) **Compassionate/Terminal Care Leave**
  - (i) An Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of 27 weeks to care for a qualified relative with a serious medical condition with a significant risk of death within 26 weeks from the commencement of the leave.
  - (ii) “Qualified relative” for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and regulations.
  - (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
  - (iv) Notwithstanding Article 22.01(a), an Employee shall apply for compassionate/terminal care leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (b) **Critical Illness Leave**
  - (i) An Employee who has completed at least 90 days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:
    - for a period of up to 36 weeks to care for their critically ill child;



- for a period of up to 16 weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 22.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee on leave of absence under Article 22.04 or 22.05 may request extension of such leave of absence, if the newborn is hospitalized and the Employee qualifies for critical illness of a child leave. Such extension shall equal the duration in which the Employee is on critical illness of a child leave.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

#### 22.10 **Military Leave**

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

#### 22.11 **Leave for Public Affairs**

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

## 22.12 Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
- (i) begins on the day on which the death or disappearance occurs, and
  - (ii) ends on the earliest of:
    - the length of the leave specified in article 22.14 (a) or (b), or
    - in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
    - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
  - (iii) An employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
  - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

## 22.13 Domestic Violence Leave

- (a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the

situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.

- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

#### **22.14 Citizenship Ceremony Leave**

An Employee who has completed 90 days of employment is entitled to one half (1/2) day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada)*.

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

#### **30.01 Part-Time Employees**

##### (e) Named Holidays

Amend Article 18 to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays, inclusive of the “Floater” holiday.

#### **30.03 Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

- Article 7: Hours of Work and Scheduling Provisions – 7.01(a), 7.02, 7.03, 7.04
  - Article 9: On-call duty/call back
  - Article 12: Seniority
  - Article 15: Layoff and Recall
  - Article 17: Vacations with Pay
  - Article 18: Named Holidays
  - Article 19: Sick Leave, except Article 19.10(b)
  - Article 20: Workers' Compensation
  - Article 21: Employee Benefits, and
  - Article 22: Leaves of Absence.
- (a) Hours of Work
- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
  - (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
  - (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
  - (iv)
    - (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.
    - (B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
    - (C) No Employee shall receive payment for Article 30.03(a)(iv)(A) and Article 30.03(a)(iv)(B) concurrently.
  - (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four (4) week period starting October 6, 2014.

## (b) On-Call/Call Back

Amend Article 9 to read:

## 9.01 On-Call

With mutual agreement between the Employer and the Employee, casual Employees may be assigned on-call. The words “on-call” shall be deemed to mean any period during which the Casual Employee agrees to be on-call and must be reasonably available to respond without undue delay to any request to report for duty.

9.02 (a) Casual Employees may indicate their interest with respect to being on the on-call roster for a specific area or unit. Employees shall only be assigned on-call duties for areas where the Casual Employee has received the appropriate orientation.

(b) Except with mutual agreement between the Employer and the Casual Employee, no Employee shall be assigned on-call duty for:

(i) more than seven (7) consecutive days;

(ii) more than 72 consecutive hours; and

(iii) where possible, not more than one (1) weekend in four (4) or in any event no more than two (2) weekends in a five (5) week period.

9.03 The Employer shall pay \$3.30 per hour to a Casual Employee who agrees to be placed on-call for a specific shift(s)/time period. When the on-call shift occurs on a Named Holiday, the Employee shall be paid \$4.50 per hour.

9.04 For each occasion that a Casual Employee is called back to duty during the Employee’s on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

9.05 When a Casual Employee agrees to be on-call the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.

9.06 Call back compensation shall be paid to the Casual Employee in the pay period in which it occurs.

9.07 (a) Where a Casual Employee works pursuant to this Article and there is not a minimum of eight(8) consecutive hours off duty in the 12 hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to eight(8) consecutive hours of rest before commencing their next shift, without loss of earnings.

(b) The Casual Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Casual Employee will not be reporting for the duty at the scheduled time.

9.08 Telephone Consultation

When a Casual Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and corresponding required documentation, during the on-call period, is less than 30 minutes the Employee shall be compensated at the overtime rate for 30 minutes.

(c) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 1920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.

(d) Vacation

Amend Article 17 to read:

17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:

(i) 6% of their regular earnings during the 1<sup>st</sup> employment year;

- (ii) 8% of their regular earnings during the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
  - (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years;
  - (iv) 12% of their regular earnings during the 20<sup>th</sup> to 24<sup>th</sup> employment years;
  - (v) 12.4% of their regular earnings during the 25<sup>th</sup> and subsequent employment years; in lieu of vacations with pay;
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.
- (e) Named Holidays

Amend Article 18 to read:

- 18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.
- 18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (b) Notwithstanding Article 18.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours.
- (c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
  - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year’s Day.



- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (f) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (g) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

#### **E. ARTICLE 35: PROFESSIONAL DEVELOPMENT**

- 35.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$250 for their fees if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Worker's Compensation; and
  - (v) Educational leave up to 24 months.
  - (vi) **Maternity, Parental, Compassionate/Terminal Care, Critical Illness of a Child, or Death or Disappearance of Child leaves.**
- (c) Professional College fees means dues paid to those who, at the beginning of the next registration year, have active registration with either:



- (i) The College and Association of Registered Nurses of Alberta (CARNA),
- (ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA); or
- (iii) Any alternative Professional College acceptable to the Employer.

#### **F. ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to four (4) Employees elected by the Local and up to four (4) representatives of the Employer. Alternate representatives may be designated from the same group.
- (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.
- (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within 10 days of receiving a written description of the issue regarding patient/resident/client care.
- (d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.
- (e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (f) Where an issue is specific to one (1) unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (g) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).
- (h) During problem solving discussions, Committee members will collaborate on:
- (i) defining the issue(s);
  - (ii) identifying root cause(s) of the issue(s);
  - (iii) gathering and reviewing relevant information;



- (iv) generating potential options for resolution of the issue(s);
  - (v) resolving the issue(s), where possible.
- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
  - (j) The committee may engage the support of additional subject matter experts to assist with the above discussions.
  - (k) The Committee shall discuss unresolved issues with the applicable senior leader before the matter is referred to the Chief Executive Officer as provided for in (m) below.
  - (l) The Committee has the option of participating in voluntary mediation of the dispute with the assistance of representatives from within the Union and the Employer. Discussions at this stage are conducted on a without prejudice basis.
  - (m) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
  - (n) Should an issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).
  - (o) The IAC shall consist of three persons, one to be nominated by the Local, one to be nominated by the Employer, and a chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice.
  - (p) Should the Local and the Employer fail to agree on a chairperson within 14 days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a chairperson. The fees and expenses of the chairperson shall be borne equally by the Union and the Employer.
  - (q) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within 60 days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within 14 days of the meeting.
  - (r) A meeting of the parties, including the CEO and the President of the Union, shall be held within 14 days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.



(s) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the governing Board. The governing Board shall provide a written response accepting or rejecting the IAC recommendations or substituting its own recommendations for resolution of the issue(s) within 14 calendar days of the presentation by the Local.

(t) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.

36.02 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such attendance.

## **G. LETTER OF UNDERSTANDING #7**

### **RE: RETENTION & RECRUITMENT INITIATIVES**

(Gender neutral language amendments agreed to by the parties throughout the Letter of Understanding.)

#### **C. BENEFIT-ELIGIBLE CASUAL EMPLOYEE**

##### **1. Purpose**

The purpose the Benefit-Eligible Casual Employee (BECE) is to:

- (a) retain existing Casual Employees;
- (b) provide flexible options for Employees as they transition through life stages; and
- (c) enhance recruitment opportunities.

##### **2. Definition**

A BECE is a Casual Employee with a guaranteed specified FTE of no less than 0.40 FTE and no specified hours per Shifts or Shifts per Shift cycle. A BECE shall be eligible for sick leave pursuant to Article 19: Sick Leave, benefits pursuant to Article 21: Employee Benefits, and Article 29: Pension Plan, as amended below. Unless otherwise specified below, Article 30.03 shall apply.

##### **3. (a) BECE Implementation**

- (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.40 FTE.

(ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.40 FTE.

(b) **BECE Termination**

(i) A BECE may revert to casual status by providing the Employer with 28 days written notice of intention to revert to casual status; or

(ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.

4. **Scheduling of BECE Shifts**

(a) Except for the vacation period, during which the Employer is not obligated to ensure the FTE, the BECE will provide the Employer with Shift availability and Shift choices, which exceed their guaranteed FTE, over a four (4) week period.

(b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.

(c) Where possible, the Employer shall confirm the Employee's Shifts (based on the Employee's stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee's Basic Rate of Pay.

(d) The Employer will not require an Employee to work Shifts which provide less than 15 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)

(e) Where an Employee works a Shift(s) over and above the specified FTE, Article 30.03 shall apply.

5. **Sick Leave**

(a) Sick leave will be accrued on the BECE's FTE.

(b) Sick leave may be taken up to the BECE's FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury.

(c) If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve the guaranteed FTE by the end of the four (4) week period.



## 6. **Vacation**

Article 30.03(c) shall apply to all BECE's.

### **H. LETTER OF UNDERSTANDING #12**

#### **Re: Cost of Living Lump Sum Payment**

Delete.

### **I. LETTER OF UNDERSTANDING #13**

#### **RE: NO REDUCTION OF NURSING HOURS**

2. (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.
- (b) The benchmark against which future annual comparisons of total Employee hours worked shall be the total of Employee hours worked between April 1, 2013 and March 31, 2014 (Benchmark Hours). A report of these hours will be broken into quarterly segments. Where possible, the report will provide information by zone, and by site or community services.

### **J. LETTER OF UNDERSTANDING #21**

#### **Re: Prepaid Benefits**

The Prepaid Benefits Plan shall be amended as follows:

- (a) There shall be no requirement for written orders for physiotherapy.
- (b) 100% coverage for private or semi-private rooms in hospital will be provided.

### **K. LETTER OF UNDERSTANDING #**

#### **RE: Job Security**

Without restricting its right to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s) and to determine whether or not a position will be continued or declared redundant, the Parties agree that no Employee shall experience an involuntary reduction in full time equivalency (FTE) following notification of position elimination or workforce reduction in accordance with the provisions of Article 15.

#### **Definitions:**

“Job Security” shall mean the maintenance of FTE, Regular Employee status, and Basic Rate of Pay.

“Involuntary Reduction in FTE” occurs when an Employee is unable to exercise the right to choose a vacancy of the same or higher FTE within a 50 kilometer radius of the Employee’s original Site or unable to displace to another position of the same FTE within a 50 kilometer radius of the Employee’s original Site.

“Voluntary Reduction in FTE” occurs when an Employee:

- voluntarily selects a vacancy with a lower FTE when a vacancy of the same or higher FTE exists;
- declines to displace another Employee with less seniority with the same or higher FTE within a 50 kilometer radius of the Employee’s original Site; or
- opts to accept layoff with the right of recall instead of exercising the options provided for under 15.04 (a) (i) and (ii) when those options would result in the Employee maintaining or increasing their FTE.

**Application:**

This Letter of Understanding applies exclusively to Regular Employees who experience an involuntary reduction of FTE as a result of workforce reductions and position elimination or displacement.

**Job Security Strategies**

The parties recognize that preventing Involuntary Reduction in FTE and restoring Employees to their original FTEs requires a variety of strategies, the use of which shall depend on the particular circumstances. The parties also recognize that the solutions identified below are not exhaustive and therefore encourage further exploration of additional solutions as the need arises. The parties agree the following strategies may be used for the purposes of preventing and minimizing Involuntary Reductions in FTE for Regular Employees and for restoring impacted Employees to their original FTEs:

**I. Vacancy Management**

Available hours and positions that are vacated are recognized as opportunities for preventing and minimizing Involuntary Reductions in FTE and for restoring affected Employees to Regular positions at their original FTE.

Notwithstanding the provisions of Article 14.01(a), 14.02(a), 14.15(b), and 15.10 (a), the Employer may, for a period of up to 90 days prior to any notice of position elimination, collect, reconfigure, and hold available hours and vacancies for the purposes of:

- providing vacancies for Employees who shall be entitled to Job Security;
- providing vacancies to restore Job Security Employees to Regular positions at their original FTE; and
- offering FTE increases to restore Job Security Employees to Regular positions at their original FTE.

If the Employer determines that it requires a period of vacancy management in excess of 90 days in order to meet the commitment to provide Job Security, it may request an extension from the Union, which request shall not be unreasonably denied.



During the meeting between the Employer and the Local provided for in Article 15.01 (b), the Employer shall notify the Local of available hours and vacancies being collected, held and/or reconfigured for purposes of vacancy management.

## **II. Employment Opportunities Created Through Vacancy Management**

Notwithstanding any specific limitations in the Collective Agreement, the Employer's vacancy management activities may result in the establishment of the following types of positions for the purposes of ensuring operational requirements are met while also meeting the commitment to provide Job Security to affected Employees in accordance with this LOU.

During the meeting between the Employer and the Local as provided for in Article 15.01 (b) the Employer and the Local shall discuss the types of positions being created for purposes of providing Job Security. The decision as to which option(s) will be applied shall be determined by the Employer.

### **Permanent Evening, Permanent Night, and Permanent Night and Evening Positions**

Notwithstanding the provisions of 7.02 (d) (iii), (iv), and (vi) the Employer may establish permanent evening, permanent night and night and evening shifts for purposes of meeting the commitments of this LOU.

### **Multi-Site Positions**

The Employer may create multi-site positions for the purposes meeting the commitments of this LOU. Multi-Site positions created to meet the commitments of this LOU shall be subject to the provisions of Article 44.03 (a), (c), (d), and (j).

### **Designated Float Positions**

The Employer may create designated float positions for the purposes of meeting the commitments of this LOU. Designated float positions created to meet the commitments of this LOU shall be subject to all of the provisions of Article 44.06.

### **Flexible Part Time Positions**

The Employer may create Flexible Part Time (FPP) Positions for purposes of meeting commitments of this LOU.

### **Combined Positions**

Notwithstanding items 1 and 2 of LOU #8 Re: Combined Positions, the Employer may create combined positions for the purpose of meeting the commitments of this LOU. Where the Employer creates a Combined Position, the provisions of LOU 8, items 3 through 9 shall apply.

### **Multi-Unit Positions**

The Employer may exercise its right to create multi-unit positions as per LOU #9 as an option for meeting the commitments of this LOU.

**Multiple Positions**

Notwithstanding LOU #14 Re: Employees with Multiple Employment Relationships, the Employer may offer an Employee an additional vacant position for the purpose of meeting the commitments of the LOU.

**Temporary positions**

Temporary positions may be made available to Employees who are unable to select a vacant Regular position or displace into a Regular position within a radius of 50 kilometres of the Employee's original site. The Employee in this circumstance shall maintain recall rights under Article 15 and all rights under this Letter of Understanding.

**III. Supernumerary Employment**

If unable to maintain the Employee's FTE through the strategies listed in in item II, the Employer shall provide job security to Employees through supernumerary employment while continuing to search for an employment opportunity. Where an Employee's job security is being provided on a supernumerary basis, the parties agree that this is intended as a temporary measure and that the redeployment of Supernumerary Employees to Regular positions shall take priority over Employees already being provided job security and Employees awaiting recall.

**IV. Termination of Employer Obligations**

Employees shall be considered to have relinquished their right to Job Security protection if they decline an offer of:

- any available vacancy at a Site within a 50 kilometer radius of their original Site that would restore them to a Regular position at their original FTE; or
- any FTE increase that would restore them to their original FTE

Employees who have relinquished their right to Job Security in these circumstances shall then be considered to have experienced a Voluntary Reduction in FTE and the Employee shall be entitled to all recall rights pursuant to Article 15 Layoff and Recall.

This Letter of Understanding shall expire on March 31, 2020.

**L. Compensation**

Year 1 – no increase

Year 2 – no increase

Year 3 - The Parties shall commence negotiations to reach agreement on the wages payable in Year 3 (April 1, 2019 to March 31, 2020) of the Collective Agreement on February 15, 2019.



The Parties agree that the only item open for negotiations shall be the wages in the Salary Appendix of the Collective Agreement. This re-opener shall not be construed in any way as "opening the agreement" for negotiations on any other issues by either side.

If the Parties have not been able to agree upon the wage adjustment, at any time after March 31, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the parties from among the following arbitrators: David Phillip Jones, Andrew C. L. Sims, or W. D. McFetridge

If the parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators named above.

The arbitration hearing shall be held by no later June 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the *Alberta Labour Relations Code*.

**M. Health Benefits Trust of Alberta (Letter of Commitment)**

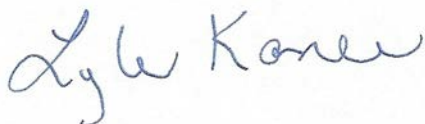
AHS commits to add to the next Health Benefits Trust of Alberta Policy Council meeting's agenda and fully support UNA's request for non-voting representative status on the Council.

**Except as set out above or in Appendix A, I recommend "current agreement".**

**By agreement of the parties, I have not addressed "Local Conditions".**

**Dated January 5, 2018**

**Respectfully Submitted,**




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Lyle Kanee, Q.C.

**APPENDIX “A” TO MEDIATOR’S REPORT OF LYLE KANEE, Q.C.**

**AHS/UNA NEGOTIATIONS  
Articles Agreed to and Signed Off**

<b>Article</b>	<b>Date</b>
Article 2: Definitions	December 3/17
Article 3: Recognition	May 30/17
Article 4: Management Rights	April 18 /17
Article 6: No Discrimination	April 19/17
Article 7: Hours of Work	December 3/17
Article 10: Transportation	November 6/17 agreed in principle
Article 11: Probationary Period	November 6/17 agreed in principle
Article 12: Seniority	September 7/17
Article 13: Evaluations and Personnel	May 16/17
Article 14: Promotions, Transfers and Vacancies	November 6/17 agreed in principle
Article 15: Layoff and Recall	December 20/17 agreed in principle
Article 17: Vacations with Pay	December 3/17
Article 19: Sick Leave Article 19.07	December 3/17
Article 20: Workers Compensation	May 16/17
Article 21: Employee Benefits	December 20/17 agreed in principle
Article 23: Discipline, Dismissal and Resignation	December 2/17
Article 24: No Strike or Lockout	April 18/17
Article 26: Educational Allowances	June 20/17
Article 27: Recognition of Previous experience	April 18/17
Article 28: Shift and Weekend Premium	December 3/17
Article 31:Copies of the Collective agreement	April 19/17
Article 29: Pension Plan	December 20/17 agreed in principle
Article 32: Dispute Resolution Process	December 3/17
Article 33: Compensation Errors	December 20/17 agreed in principle
Article 34: Occupational Health and Safety	December 3/17
Article 37 Extended work day	December 3/17
Article 38: Technological change	April 18/17
Article 39:Job Description and Classification	May 30/17
Article 40: Committee participation	April 18/17
Article 41: Ambulance Duty	June 1/17
Article 42: Employment Insurance Premium Reductions	April 18/17
Article 43: Subsistence and Camp Allowance	April 18/17
Article 44: Mobility	June 20/17
<b>Letters of Understanding</b>	
#1 Unit	November 6/17 agreed in principle
#3 In-Charge Designation for more than one unit	April 18/17
#4 Transfer of Programs	April 18/17
#5 Deferred Salary Plan	May 30/17



<b>Article</b>	<b>Date</b>
#6 Joint Committee	April 18/17
#8 Combined Positions	April 19/17
#9: Merger or Division of Units	December 20/17 agreed in principle
#10 Scheduling	December 3/17
#11: Lump Sum	December 20/17 agreed in principle
#14 Employees in Multiple Employment Relationships (AHS)	November 6/17
#15 Severance	April 19/17
#16 Duty to Accommodate	April 18/17
#17: Grandfathering of Employees at Certain Sites for EE's at AHS sites with 100% Health and /or Dental Reimbursement Coverage	December 20/17 agreed in principle
#18 Non-HBTA Plans	April 18/17
#19 Professional Responsibility	April 19/17
NEW Maximum Length of Shift Cycle	December 3/17
NEW Extended Workday Option 4 ON/ 4OFF	December 3/17

