

PACKAGE PROPOSAL TO RESOLVE OUTSTANDING MATTERS

MEMORANDUM OF AGREEMENT

Whereas the parties have had the opportunity to review the Blue Ribbon Panel on Alberta's Finances ("the Mackinnon Report"), the Alberta Health Services Performance Review (Ernst & Young) as well as the mandate from the Provincial Government, and

Whereas both parties seek to ensure the continuation of a high quality, sustainable and transparent health care system, and

Whereas the parties have been in negotiations for two months, and

Whereas the parties agree that neither lengthy, adversarial negotiations nor job action are in the best interests of the employer, the Union and its members, or the public,

Therefore, the parties agree to the following changes to the current Collective Agreement:

1. Overtime

Both reports indicated a concern regarding the amount of overtime worked by members of the bargaining unit. The Ernst & Young Report indicated:

According to publicly disclosed information, 1,851 registered nurses earned more than \$127,000 in 2018, with 485 earning over \$150,000 and 31 earning over \$200,000.¹

This is the result of a large amount of overtime being used. Both parties agree that high usage of overtime is inefficient and could result in unsafe care, but that it may not always be possible to ban overtime completely. The parties therefore agree to amend Article 8: Overtime as follows:

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest. **The parties agree that no Employee shall be permitted or required to work overtime unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions.**

¹ Ernst & Young - Page 5

- (b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
 - (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
 - (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) ~~The Employer shall endeavour to minimize the use of mandatory overtime.~~
- (b)(a) ~~The Employer may request an Employee to work a reasonable amount of overtime.~~ Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employees may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- (e) **The Employer shall advise the Local whenever overtime is utilized. In addition, the Employer will report on its website on a monthly basis the total amount of overtime worked per unit, program, or office.**
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

- 8.07 (a) Where Employees work overtime immediately following their Shift 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, Employees shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

2. Part-time Employment

- (a) Both reports express a concern regarding the relatively high percentage of part-time Employees when compared to other jurisdictions. The Ernst & Young Report states

AHS' high rate of part-time nurses is not cost effective and poses operational challenges.²

Both parties are committed to increasing the percentage of full time Employees. However, the parties recognize that due to operational requirements it may not always be possible for all positions to be posted as fulltime. Therefore, the parties agree to a Letter of Understanding as follows:

LETTER OF UNDERSTANDING # _____

RE: FULL TIME EMPLOYMENT

Recognizing the concern regarding the relatively high number of part-time Employees in both the MacKinnon and the Ernst & Young reports, and the finding that "AHS' high rate of part-time nurses is not cost effective and poses operational challenges" the parties agree that on a weekly basis, at least 75% of postings of vacancies shall be for full-time positions.

- (b) Both reports express a concern regarding Designated Days of Rest. They suggest that receiving overtime when working on a Designated Day of Rest is not cost efficient and has created challenges.^{3,4} Therefore the parties agree to amend Article 30.01(a) and (b) as follows:

² Ernest & Young – Page 29

³ MacKinnon Report – Page 46

⁴ Ernest & Young – Page 29

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

(Amended in Article 37: Extended Work Day)

30.01 Part-Time Employees

Except as modified in Article 30.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

(a) Hours of Work

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so ~~or on the Employee's scheduled day of rest~~, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

(b) Shift Schedules

- (i) Amend Article 7.02(g) to read:

- 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees ~~may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;~~ **shall not be required or permitted to work on their designated days of rest.**
- (iii) not more than six (6) consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.
- (g.1) The provisions that, prior to this Collective Agreement coming into force, contractually afforded positions within certain programs or units days of rest on at least nine (9) out of 12 of the weekends averaged over one (1) complete Cycle of the Shift Schedule shall continue to apply to those positions unless the delivery of client care requires a change and if so, it shall change only to the extent necessary.

- (ii) Amend Article 7.02(h) to read:

- 7.02 (h) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Local. Where an option is applied, the relevant provisions of Article 30.01(b)(i): 7.02(g) shall be as follows:

Option I

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees ~~may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;~~ **shall not be required or permitted to work on their designated days of rest.**
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle; and
- (iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour if worked on the Sunday and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.

Option II

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees ~~may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;~~ **shall not be required or permitted to work on their designated days of rest.**
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle; and

- (iv) designated days of rest on three (3) weekends in a six (6) week period, one (1) of which will be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.10.
- (iii) Violation of any provision of Article 30.01(b) shall result in payment to each affected Employee at 2X the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

3. Nurse-patient ratios.

Numerous studies show a direct correlation between numbers of Registered Nurses and Registered Psychiatric Nurses and high quality care. The Ernst & Young Report states:

Clinical staffing decisions are typically based on historical staffing levels and OBP worked hours targets, rather than evidence-based assessments of patient acuity.⁵

The report recommended:

AHS should optimize staffing levels and skill mix across the organization in both nursing and clinical support services through the use of evidence-based approaches such as acuity-based staffing.⁶

The report further states:

Leading organizations in Canada and internationally use a set of common targets for assessing patient care staffing ratios on different types of acute inpatient units:

Medical and surgical units: 4 patients to 1 nurse on days, 5 patients

⁵ Ernest & Young – Page 27

⁶ Ernest & Young – Page 30

to 1 nurse on nights (equates to 5.33 hours per patient day).⁷

Obstetrical units: 5 patients to 1 nurse, days and nights (equates to 4.80 hours per patient day).

The State of California has legislated minimum nurse-to-patient ratios as follows:⁸

<i>Hospital Unit</i>	<i>Nurse: Patient Ratios</i>
Intensive Care:	
Critical Care/ICU	1:2 (or fewer)
Neonatal ICU	1:2
Continuing Care	1:4
Mother/Baby:	
Labor & Delivery	1:2 (active labor)
Antepartum	1:4 (non active labor)
Postpartum	1:6 (mothers)
Couplet Care	1:4 (couplets)
Well-Baby Nursery	1:8
Emergency (ER):	
Trauma	1:1
Critical Care	1:2
Visits	1:4 + triage nurse
Hospital Services:	
Medical / Surgical	1:5
Operating Room	1:1
Pediatrics	1:4
Postanesthesia	1:2
Psychiatry	1:6
Specialty (e.g. Oncology)	1:4 or fewer
Step-down	1:3
Telemetry	1:4

The parties agree that it is the role of the Employer to manage the business and AHS experts may arrive at different numbers than listed above. The parties agree to a Letter of Understanding as follows:

⁷ Ernest & young – Page 28

⁸ Title 22 – California Code of Regulations Division 5 – Page 41 - 47

LETTER OF UNDERSTANDING # _____

RE: NURSE TO PATIENT RATIOS

The Employer will immediately cease implementation of its “OBP” program and will move to an evidenced based model to develop nurse-to-patient ratios. This shall be completed no later than _____. The nurse-to-patient ratio on each unit, program and area along with the rationale for same shall be shared with the union and posted on the Employer’s website, and the Employer agrees not to staff below this level.

4. Recruitment, retention and vacancy management

The Ernst & Young Report states

Provisions contained in the collective agreements can make it challenging for AHS to implement innovative staffing approaches to meet demands, especially in rural areas.

- The collective agreements contain provisions including restrictions on the use of vacancies that are not common in nursing agreements across Canada.
- Collective agreements can also inhibit adopting flexible staffing models, such as changing positions to be multi-site positions to help meet demand in rural areas. The UNA collective agreement gives the union the ability to review such positions.⁹

Contrary to the claims in the Ernst & Young Reports, the AHS/UNA Collective Agreement does not contain any provisions on restrictions on the use of vacancies. The parties agree that some of the provisions could inhibit adopting flexible staffing models in rural areas. Therefore, the parties agree to a Letter of Understanding as follows:

LETTER OF UNDERSTANDING #8

RE: RURAL FLEXIBLE POSITIONS

The parties acknowledge that further efforts may be necessary to allow the Employer to adopt flexible staffing models to help meet demand in rural areas.

The parties agree to the following:

⁹ Ernest & Young – Page 26

- A. This Letter of Understanding applies to all areas except to greater Edmonton, greater Calgary, Lethbridge, Red Deer, Fort McMurray, Medicine Hat and Grande Prairie.**
- B. Where the Employer has been unable to fill positions through the normal posting provisions or Article 14.15, the Employer may post rural flexible positions to work at specified sites. Such positions shall not be structured to work in more than 5 specified sites and the sites must be within 150 kilometres of one another. The posting shall indicate that the positions are rural flexible positions.**
- C. Employees for the above positions will be assigned a home site.**
- D. Article 7: Hours of Work and Scheduling Provisions**
- Schedules for Employees will be posted in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in the specified sites within the region. The schedules shall indicate the applicable site for all hours worked. Change of site for Shift will not activate the Shift change penalty.**
- E Article 10: Transportation:**
- Employees holding Rural Flexible Positions shall be required by the Employer to have an automobile for use in their employment.**
- F. Article 13: Evaluations and Personnel File:**
- The most immediate supervisor at the home site of each Employee will do yearly evaluations in accordance with Article 13: Evaluations and Personnel File.**
- G. A job description will be developed in accordance with Article 39: Job Description and Classification for these positions.**
- H. When a Rural Flexible Positions is vacated, the Employer will, prior to posting the combined position as a vacancy, consider whether the circumstances at the sites have changed to justify using Article 14.15 to increase the FTE of a position at one (1) of the sites.**

5. Salaries

The Ernst and Young Report states

AHS' unionized employees are paid more than their peers in other Canadian provinces.¹⁰

¹⁰ Ernest & Young – Page 5

The MacKinnon report, when discussing public sector salaries states:

Relative to British Columbia and Ontario, Alberta has higher salaries”¹¹

AHS and the Provincial Bargaining Coordination Office prefer to use the “Ontario - West” (excluding Alberta) comparator. The parties agree that as public sector Employees, nurses should not be better off nor worse off than the Alberta average. Therefore the parties agree as follows:

Albertan’s average weekly earnings (excluding overtime) is 15.1% higher than the "Ontario -West Average." MLAs current salary in Alberta is just over 15.1% higher than the Ontario - West average for members of Provincial Legislatures (For Cabinet member, 15.5%). According to the Ernst and Young Report, AHS executive members make less than twice that of their counterparts in BC.

According to the Ernst and Young Report, Alberta nurses are paid 7.2% higher than the Canadian average. Alberta nurses have seen no general wage increase for the past 3 years.

Therefore, the parties agree that there shall be a 2% increase each year of the collective agreement, provided that at no time shall the salaries be greater than 15% higher than the Ontario - West average for Registered Nurses and Registered Psychiatric Nurses. In keeping with the Ontario-West average, Employees will reach top salary in 7.25 years, rather than 9 years.

6. Job security

The current Government was elected on a mandate of “prudent spending without cutting front-line services¹²”. The current Minister of Health has stated on numerous occasions that there will be “no cuts¹³.” Therefore, the parties agree that Letter of Understanding # 20 Job Security shall be renewed for the life of this agreement.

7. Term of Agreement

AHS has proposed a four year term. UNA has proposed a two year term. As a compromise, the parties agree to a three year term.

¹¹ MacKinnon Report – Page 44

¹² United Conservatives, Alberta Strong & Free, Getting Alberta Back to work – Page 12

¹³ Tyler Shandro – Twitter page@shandra – February 4 2022 for example.

8. Other Matters

The parties agree to renew all articles and Letters of Understanding, with appropriate date changes when necessary, and all changes agreed during negotiations shall apply.