

MEMORANDUM OF SETTLEMENT

BETWEEN

UNITED NURSES OF ALBERTA
(the “Union”)

- and -

ALBERTA HEALTH SERVICES
 (“The Employer”)

WHEREAS the Union and the Employer (together, the “Parties”) are parties to a Collective Agreement that expired on March 31, 2020;

AND WHEREAS the Union filed an Individual Grievance ([REDACTED]) dated April 13, 2016 designated as file number 160644, which alleges that the Employer was unable to bank overtime as a Benefit Eligible Casual Employee and overtime would be paid out. Also the Union filed a Policy grievance dated May 12, 2016 and designated as file number 160678, which alleges that the Employer has erred in configuring the payroll system to prevent Casual and Benefit Eligible Casual Employees from banking overtime;

AND WHEREAS it is the desire of the Union and the Employer (the “Parties”) to settle the Grievances;


NOW THEREFORE, the Parties agree to settle the Grievances upon the following terms:

1. This settlement shall apply to all Casual Employees as defined under the provisions of Article 2.04(b) including those that are employed as Benefit Eligible Casual Employees (BECES) under the provisions of the Letter of Understanding Re: Recruitment and Retention Initiatives. All references to “Casual Employees” include BECES.
2. Effective March 1, 2021 the Employer’s payroll system will be reconfigured to permit Casual Employees to accumulate overtime.
3. Overtime accumulated by Regular and Temporary Employees shall be paid out on a transfer to Casual Status unless otherwise requested by the Employee.
4. Overtime accumulated by Casual Employees may only be taken as time off in lieu on days where the Casual Employee has not consented to work. Accumulated overtime shall be paid out:
 - (a) at the request of the Casual Employee; or
 - (b) by March 31, in any given year in accordance with the provisions of Article 8.01(c).
5. Employees requesting an overtime pay-out shall do so via ePeople.

6. Overtime payout requests are subject to AHS payroll processes including cut-off dates, and pay periods.
7. The Employer will communicate this change internally via memo to managers, timekeepers, and HRBP representatives.
8. The Parties consider the Grievances to be withdrawn.
9. This Settlement is made as a compromise to the disputes as set out in the Grievances and the defenses to the same, without prejudice to the Parties' position or interests in the matter or any other matter that may come into issue between the Parties in the future. The Parties agree that this Settlement does not set any precedent for any circumstances that may arise in the future.
10. Nothing within this Settlement constitutes an admission whatsoever of liability on the part of the Employer.
11. This Settlement constitutes the entire agreement between the Parties hereto, and there are no other agreements, statements, representations, warranties or undertakings between the Parties, whether oral or in writing, collateral to, or in any way deleting, altering or adding to provisions of this Settlement.
12. This Settlement can only be amended by mutual agreement of the Parties.
13. This Settlement may be signed in counterpart by the parties.


IN WITNESS WHEREOF the Parties have executed and delivered this Settlement effective the 12th day of February, 2021.

ALBERTA HEALTH SERVICES



Leland McEwen
Executive Director, Negotiations & Labour
Relations

UNITED NURSES OF ALBERTA



Blair Bukmeier
Labour Relations Officer