

**EMPLOYER/UNA JOINT  
LAYOFF &  
RECALL STATEMENTS**

**Preliminary Issues:** This document is intended to be a resource document that guides Human Resources (Employer) and Labour Relations Officers (UNA) through the layoff and recall process. Where these joint statements contradict statements in the UNA Layoff and Recall Manual or the AHS Layoff and Recall Manual, this document takes precedence.

**Note:** All Employees of AHS are included in the same UNA Bargaining Unit. Covenant Health Employees are divided into eight different bargaining units. Lamont and The Bethany Group (Camrose) have their own bargaining units. It is important to understand the applicable bargaining unit when applying Article 15: Layoff and Recall language. Please refer to the LOU Re: Transition of Employees Pursuant to the Health Statutes Amendment Act, 2024 for further information related to prospective changes to bargaining units as new provincial health agencies are established.

DISCUSSION POINT	EMPLOYER & UNA JOINT STATEMENT
<p>1</p> <p>What kind of information should be discussed at the 'pre-layoff meeting' referenced in 15.01(b)?</p>	<ul style="list-style-type: none"> <li>&gt; Communication at the Local level is key in the layoff and recall process.</li> <li>&gt; The Collective Agreement requires a 'pre-layoff' meeting between the UNA Local, LROs, HR and operational managers to exchange more detailed information. This meeting is vital for both parties and is the opportunity for all involved to shape the layoff process that will apply. The Collective Agreement allows those closest to the layoff significant discretion to determine how the process will work at the local level.</li> <li>&gt; At this pre-meeting, the parties should discuss: <ul style="list-style-type: none"> <li>■ What is the overall change being made?</li> <li>■ Is this a workforce reduction or a position elimination (see Discussion Point 2 below)?</li> <li>■ How many Employees will be affected and in what areas (sites, units, programs)?</li> <li>■ What is the timing of the operational change?</li> <li>■ When will Employees receive the 28 days' notice?</li> <li>■ What is the relative seniority date of affected Employees (how many will have displacement rights)?</li> <li>■ What is the number of temporary positions within the affected area and will they be eliminated?</li> <li>■ What is the number of Employees in modified/accommodated positions who could be affected?</li> <li>■ If the Parties have agreed to use a 'bulk layoff' process and the Employer has set up an "options room," discuss location and hours of these rooms (see Discussion Point 7).</li> <li>■ Potential application of Severance.</li> </ul> </li> </ul> <p><b>Note:</b> All of the information noted above may not be available prior to the pre-meeting. This should not delay proceeding with the meeting, rather treat the above as a guide as to the information that will need to be provided throughout the process.</p> <ul style="list-style-type: none"> <li>&gt; Key decisions that should be made and confirmed in writing between the parties before notice is served include: <ul style="list-style-type: none"> <li>■ The agreed area where Employees will likely look for vacancies and displacement options<sup>1</sup>.</li> <li>■ Agreed area that Employees will be recalled to<sup>1</sup>.</li> <li>■ If and when vacancies will be frozen.</li> <li>■ Does the Employee maintain displacement rights where they choose a temporary vacancy or displace into a temporary position (see Discussion Point 14)?</li> </ul> </li> </ul>

<sup>1</sup> The parties recognize that where an Employee wants to consider a vacancy, a displacement or wants to be recalled to a site or location outside of the pre-agreed area, this will be accommodated.

DISCUSSION POINT	EMPLOYER & UNA JOINT STATEMENT
<p>2 Can the parties reach agreement to target layoffs? In other words can the Employer pick a specific position to eliminate instead of starting at the bottom of seniority list?</p>	<ul style="list-style-type: none"> <li>&gt; The Collective Agreement differentiates between ‘position elimination’ and ‘workforce reduction.’</li> <li>&gt; Position elimination occurs when a specific position or bundle of duties is eliminated. For example, the Employer no longer requires the Clinical Nurse Educator role in a public health program. In these scenarios, it’s not feasible to layoff in reverse order of seniority, because the most junior Employee is not the one performing the work that needs to be eliminated.</li> <li>&gt; When a more senior Employee chooses to exert their displacement rights outside of the agreed default area, the more junior Employee who is displaced has in effect been served position elimination and has all the rights in accordance with Article 15.</li> <li>&gt; Position Elimination can also occur when the following fundamental aspects of the position are altered: <ul style="list-style-type: none"> <li>■ Category;</li> <li>■ Classification;</li> <li>■ Number of hours per shift and shifts per shift cycle;</li> <li>■ Home site;</li> <li>■ Whether the position is “at” or “at or out of;”</li> <li>■ Nursing focus; and</li> <li>■ the unit or units (if applicable) and program (note however that a merger or division of units or parts of units may not trigger a position elimination).</li> </ul> </li> <li>&gt; ‘Workforce reduction’ occurs when the Employer needs to eliminate a defined number of FTE. In this case, layoffs occur in reverse order until the required FTE is reached.</li> <li>&gt; In all cases where the Employer has made a decision to proceed with reductions, it is recommended Local HR/Operations and the UNA Local meet to as soon as possible to agree on what kind of procedures apply.</li> </ul>
<p>3 Posting of UNA seniority lists.</p>	<ul style="list-style-type: none"> <li>&gt; The <a href="#">AHS/UNA seniority list</a> is available on Insite. The Covenant Health/UNA seniority lists are available on CompassionNet.</li> </ul>
<p>4 What is the Employer’s obligation to ‘freeze vacancies?’</p>	<ul style="list-style-type: none"> <li>&gt; The collective bargaining agreement (CBA) prevents the Employer from hiring new Employees while Employees within the bargaining unit are on layoff. There is no CBA requirement to ‘freeze’ vacancies. However, it may be helpful for the parties to agree to do so in agreed areas. Freezing or halting the recruitment process for vacancies will: <ul style="list-style-type: none"> <li>■ ensure no externals are hired while Employees are on layoff; and</li> <li>■ add to the number of vacancy options for those who receive position elimination notice.</li> </ul> </li> </ul>

DISCUSSION POINT		EMPLOYER & UNA JOINT STATEMENT
4	What is the Employer's obligation to 'freeze vacancies?'	<ul style="list-style-type: none"> <li>&gt; The parties should come to an agreement during the 'pre-layoff' meeting on the agreed area (site, program, Zone, geographic area) where Employees who have received notice will likely look for vacancies and vacancies in this defined area may be frozen.</li> <li>&gt; If Employees who receive notice of position elimination are interested in vacancies outside of the agreed-to 'frozen' area, the Employer will agree to also freeze these specific vacancies so the Employee can consider them as options.</li> <li>&gt; Where the Employer has made an offer of employment and the Employee has accepted this offer (including verbal offers and acceptance) the position will not be a vacancy to be frozen and considered in the layoff and recall process.</li> </ul>
5	Do temporary positions need to be ended prior to notice being served?	<ul style="list-style-type: none"> <li>&gt; There is no Collective Agreement requirement to end temporary positions and send Employees back to their "regular" line or to Casual status at the time notice is served. However, the Employer may choose to do so after considering a number of factors such as: <ul style="list-style-type: none"> <li>■ The number of temporary positions on a unit where position elimination has been served.</li> <li>■ The magnitude/scale of the position elimination or reduction.</li> <li>■ The nature of the temporary positions (are they temporary lines created to backfill absences, or is this project work?).</li> </ul> </li> <li>&gt; In certain situations, it may be helpful for the Employer to end Temporary positions and send Employees back to their Regular positions or Casual status before notice is served.</li> <li>&gt; In other cases, keeping Employees in their Temporary positions may support stable operations through a layoff process (for example, the completion of project work).</li> <li>&gt; In all circumstances, the Employer must clearly identify who is the Regular Employee who occupies the Regular or Temporary position and what their seniority is.</li> <li>&gt; If Temporary positions still exist at the time notice is served, the parties agree that Employees should be discouraged to choose Temporary positions either through the vacancy or displacement options.</li> </ul>
6	What is the timing of position elimination notice to those Regular Employees acting in temporary positions when their Regular position has been eliminated?	<ul style="list-style-type: none"> <li>&gt; Notice is to be served immediately so the Employee is aware their Regular position has been eliminated.</li> <li>&gt; The Employee must then proceed to select vacancies or displacement options open to them at the time of notice (i.e. Employees do not wait until term of Temporary position is over and then select).</li> </ul>

## DISCUSSION POINT

## EMPLOYER &amp; UNA JOINT STATEMENT

7

What are examples of agreed-to processes for bulk layoff that have been used by the parties?

- > Although the Collective Agreement states Employees are laid off in reverse order of seniority, the parties may agree to provide position elimination notices in a number of ways.
- > The following is an example of a 'bulk layoff' process where 40 FTE must be eliminated across multiple units and programs in a single site:
  - Employer confirms workforce reduction is to happen. Prior to the reduction, the Employer may look to see if there are Employees who wish to amend their FTE.
  - Employer arranges pre-layoff meeting with UNA and reviews all suggested information (see Discussion Point 1).
  - Employer meets with the affected staff and communicates the size and scope of the reduction (HR and Union attend).
  - Employer and Union agree that the workforce reduction notices will be served in sequential 'groups', based on seniority. In this example where 40 FTE must be eliminated, the Employer will first identify the 40 least senior who will be impacted.
  - Of this group of affected Employees, the Employer will then identify the most senior. The Employer will meet with the most senior 8 staff at once and serve elimination notice, and then proceed to meet with the next 8 staff and so on until all 40 staff have received elimination notices in a single business day.
  - Employer and Union also agree that Employees will make vacancy and displacement decisions on paper and each round of the layoff process will be determined on paper before any Employees actually move to new positions or go on layoff.

**Round One (first 40 Employees served position elimination notice)**

- > Employer identifies an 'Options Room' where HR and Union representatives are available to assist affected staff as they work through their vacancy and displacement options.
- > Employer clearly outlines:
  - The process to submit selection sheets.
  - The number of selections each Employee is encouraged to submit (to a maximum of 5). Note: The Employer may recommend that Employees plan ahead to identify more than five potential selections in case any of their selections in order of preference are not available as a result of factors related to the displacement process.
  - When the 72-hour timelines begin for each 'group' of Employees.
- > Selection process:
  - Once they have received their elimination notices, Employees visit the 'Options Room' where the Employer and Union have all necessary information available for Employees to make their selection including agreed area for vacancies, displacement, and recall (as applicable).

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7

What are examples of agreed-to processes for bulk layoff that have been used by the parties?

- Affected staff are provided selection/preference sheets and are encouraged to put down a number of selections in their ranked order of preference.
- Selection sheets are considered confidential and shall not be shared beyond the applicable HR and Union representatives responsible for qualifying the selections.
- HR and the Union meet once the 72 hours selection period has expired and all staff selections are collected. Together, the parties qualify the selections based on seniority and ability to the job, and address issues about placement as they arise.
- Once placements are confirmed, meetings are scheduled with each individual to confirm placement. Meetings are scheduled for 15 to 30 minute durations and all occur in the same business day. The first meeting of the day will be with the most senior Employee, moving to the least senior Employee at the end of the day. The Employer, the Union and the Employee all attend the meetings.
- During the placement meetings, the parties are prepared to explain to staff the reasons they did not get their selection, where applicable, and deal with other issues that may arise.
- If an Employee has to make a new selection, a new 72 hour period applies.
- After individual meetings occur and placement is confirmed, the Employer sends a letter to each Employee confirming what position (vacancy or displacement) the Employee will be placed in and the commencement date: the letter is copied to the Union.
- Where there are disagreements as to placement, the Employer makes itself available to discuss the issue with the Union and Employee.
- Where the parties cannot resolve the dispute, the Employer will make the final determination and UNA will file a grievance. In the interim, the parties still proceed to confirm other placements within this round and also proceed to next round.

**Round Two (30 Employees displaced by Round One Employees and now entitled to position elimination and Article 15 rights)**

> Follow same process as listed in Round One.

**Note:** Depending on the displacement choices made by the Round One Employees, the group of Round Two Employees may be geographically dispersed. As such, position elimination notices may be served on a more individual basis and a central Options Room may not be feasible. For example, where 20/40 of the Employees impacted in Round One displace outside of the initial site and some to other Zones (where applicable), the 20 Round Two Employees will be served notice on the same day, but not together in the same location.

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<p>8 28 days' notice of position elimination or workforce reduction is required, but can parties agree to move an Employee to a selected vacancy or to displace inside the 28 days? What if a vacancy is available immediately?</p>	<p>&gt; The parties agree that those initially served notice of elimination or workforce reduction and those 'last out the door' to layoff have 28 calendar days during which time they have the right to stay in their current position. In these cases the parties agree:</p> <ul style="list-style-type: none"> <li>■ If the Employer wants to move the Employee prior to 28 days or the Employee wishes to move early, agreement between the parties is required (Operations and UNA Local).</li> <li>■ The parties acknowledge there may be some circumstances where the vacant position or displacement option the Employee has selected requires the Employee to start earlier. For example, when an orientation session is scheduled within the 28 day notice period. In scenarios such as this, the parties may agree to move the Employee before the 28 days has expired.</li> </ul> <p><b>Note:</b> The parties may wish to agree to have all or some of the displacement take place "on paper" until the process is finalized. Provided the process was not an extended process, it could make sense to "float" Employees based on need until all the paper work is completed.</p>
<p>9 Can parties mutually agree on the agreed upon area within which Employees are likely to displace or take vacancies?</p>	<p>&gt; This is a key decision that needs to be made between the parties in the 'pre-layoff meeting.'</p> <p>&gt; The parties recognize Employees have the right under the Collective Agreement to displace within the entire bargaining unit. If an Employee is interested in displacing outside of the agreed area, the Employee has to specifically identify the area they want to consider. Unless the Employee specifically asks otherwise, the Employee will only be provided displacement and vacancy options within the agreed area. Employees shall be made aware of this prior to making their selection.</p> <p>&gt; An agreed area can be described in a number of ways including site, group of sites, city/town, program, Zone, etc.</p>
<p>10 What level of detail is necessary for the Employee to have in order to make their selection decision?</p>	<p>&gt; The parties agree that as soon as the agreed area for layoff is determined in the pre-meeting, the Employer should start to collect all of the information included on vacancies within this boundary (as per 14.01(d) and 15.04(b)), including:</p> <ul style="list-style-type: none"> <li>■ General description of the work.</li> <li>■ Whether the position is "at" a site or "at or out of" a site.</li> <li>■ Home site of position or whether the position is multi-site.</li> <li>■ Unit description.</li> <li>■ Current shift patterns</li> <li>■ Hours per shift/shifts per shift cycle (FTE)/length of shift.</li> <li>■ Commencement date (as applicable).</li> <li>■ Expected term for temporary positions.</li> </ul>



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<p>10</p> <p>What level of detail is necessary for the Employee to have in order to make their selection decision?</p>	<ul style="list-style-type: none"> <li>&gt; All of the information listed above <b>must</b> be provided in order for the Employee to make a selection. The 72 hour window does not start until all of this information is provided to the Employee.</li> <li>&gt; Rotations are not required under the CBA but should be provided where available, recognizing some Employees base their decisions largely upon the rotation and not shift pattern.</li> <li>&gt; Where the rotations are not available within reasonable timeframe the request for the rotation shall not slow down the process and does not impact the 72 hour timeframe.</li> </ul>
<p>11</p> <p>What are the Employer's obligations to provide a 'meet and greet'?</p>	<ul style="list-style-type: none"> <li>&gt; After an Employee has selected and been placed, either the Employer or the Employee may request a meet and greet and it will be considered. There is no requirement for the Employer to provide or an Employee to attend a meet and greet.</li> <li>&gt; A meet and greet is NOT a job interview. The clear purpose of a meet and greet is for the <i>Employee who has already selected and been placed</i> into a vacancy or displacement to meet their future manager and team, to hear more about the job they've selected, and to perhaps see their new work environment prior to starting.</li> <li>&gt; Where meet and greets do occur, these meetings do not take the place of the required orientation.</li> </ul>
<p>12</p> <p>Can an Employee displace into a position that is occupied by an accommodated Employee?</p>	<ul style="list-style-type: none"> <li>&gt; Yes. Accommodated Employees do not have 'super seniority' and are not protected in a layoff process from being served position elimination, notice of workforce reduction or from being displaced.</li> <li>&gt; If the accommodated Employee's position has been identified by another more senior Employee, and if the Employer determines there are no other existing positions in which to accommodate the Employee (i.e. at the point of undue hardship) the Employer will highlight this to the Union. In this case, where undue hardship will be reached, the parties may agree to leave the accommodated Employee in their current position.</li> <li>&gt; The parties are encouraged to discuss the displacement of an accommodated Employee before the Employer reaches a decision that the accommodated Employee will not be displaced.</li> <li>&gt; As this process can be very time consuming, the Union and Employer must reach agreement on what will happen in the interim to the Employee who wants to displace the accommodated Employee.</li> <li>&gt; If through the layoff process the Employee identifies a position that is currently occupied by an accommodated Employee, the parties must identify the true (original hours prior to the accommodation) hours and duties of this position as opposed to the modified hours or duties uniquely tailored to the accommodation needs of the Employee. Employees must make displacement decisions based on the true nature of the position as the schedule and duties will revert to 'normal' when there is no longer a duty to accommodate.</li> </ul>

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<p><b>13</b> What is 'ability to perform the work?'</p>	<ul style="list-style-type: none"> <li>&gt; Generally, outside of specialized nursing positions it is rare that a nurse who has received notice does not have the ability to do the work of another RN position.</li> <li>&gt; In order to determine if an Employee has the ability to perform the work, the Employer should refer to the requirements indicated in the job posting and the job description as well as any other bona fide and consistently enforced requirements. The Employer should review historical hiring practices and the degree to which Employees have been hired without the stated requirements (under-hiring) in order to determine if job requirements are bona fide and have been consistently enforced.</li> <li>&gt; For example, in a highly specialized outpatient unit, the posted job qualification is 10 years' experience in a general medicine unit plus an active CNE certification. In the past, this standard has been consistently applied, and it is rare that the unit under-hires. In this scenario, the Employer may determine that an Employee who wants to displace into this position who has 1-2 years of experience in general medicine and the appropriate CNE certification may not be qualified to do this work.</li> <li>&gt; However, if on this same unit there are frequent examples of under-hiring or of hiring new grads, it will more difficult to argue that an experienced Employee choosing a vacancy or displacement option in the area is not capable and qualified.</li> <li>&gt; If there is a longer period of orientation or familiarization that is provided to all or a large majority of hires into the area, it is reasonable to expect a laid off Employee selecting a vacancy or displacement option in the area to receive the same kind of orientation or familiarization.</li> <li>&gt; The amount of familiarization will depend on the unit/work area. The familiarization period would include being shown and learning policies, procedures, practices, protocols and the general operation of the unit.</li> <li>&gt; Re-training is not required, though any amount of orientation or training that a new grad or new hire may require to become fully functional would be expected for an Employee exercising their rights through the layoff process.</li> </ul>
<p><b>14</b> What is the consequence if an Employee chooses a Temporary vacancy or displaces into a Temporary position with an expressed limited term (as per 14.02(a))?</p>	<ul style="list-style-type: none"> <li>&gt; The Collective Agreement is silent on this issue and there is no relevant case law.</li> <li>&gt; The parties agree Employees should be discouraged from choosing a Temporary position either through the vacancy or displacement options.</li> </ul>

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14	What is the consequence if an Employee chooses a Temporary vacancy or displaces into a Temporary position with an expressed limited term (as per 14.02(a))?	<ul style="list-style-type: none"> <li>&gt; The parties have different interpretations as to the consequence if an Employee chooses a Temporary position through the vacancy or displacement options. As such, the parties jointly encourage those involved in the layoff and recall process at the local level to reach agreement on this issue wherever possible. The parties further agree that such local decisions will not be seen as binding precedence if and when this issue is arbitrated in the future.</li> </ul>
15	What are the options when an area is 'saturated' with Employees who have displaced into the unit, to the point that depth of experience is an issue?	<ul style="list-style-type: none"> <li>&gt; Where the Employer is concerned an area has become 'saturated', meaning a nurse who is new to the unit or area displaces or chooses a vacancy in the area and this raises patient safety issues, the parties should work together to delay or phase-in the displacement.</li> <li>&gt; 'Delaying or phasing-in' may include having the Employee work over compliment on the saturated unit; providing work in another Temporary vacancy, or having the Employee stay and work over compliment on their current unit, among other options.</li> <li>&gt; Should a placement be delayed or phased in, the parties will need to agree on a plan for the impacted individual. The individual is still entitled to their FTE.</li> </ul>
16	Can parties mutually agree on a boundary for recall?	<ul style="list-style-type: none"> <li>&gt; At the pre-layoff meeting, the parties should determine the agreed area in which all Employees affected by the position elimination or workforce reduction will be recalled and recall efforts will be focused within this default area. The Employer may then choose to freeze vacancies within this agreed area.</li> <li>&gt; However as per the Collective Agreement, Employees hold bargaining unit-wide recall rights and may choose a site/program area/position outside of the agreed area. As such, the Employee may amend the recall area that has been established between the parties at the beginning of the process. If an Employee chooses to amend the agreed recall area, this should be done in writing.</li> <li>&gt; There are two kinds of recall; recall to work longer than 14 calendar days duration and recall for shorter periods of work (casual shifts (as per 15.05(b))). Employee may choose a different area for each kind of recall.</li> <li>&gt; An Employee may amend their recall area at any time. For instance, at any point, the Employee may want casual shifts at a site that is outside of the agreed area and the Employee's recall area will be amended accordingly.</li> </ul>

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<p>16 Can parties mutually agree on a boundary for recall?</p>	<ul style="list-style-type: none"> <li>&gt; At the time the Employee goes on the recall list, the Employee should be informed about their right to be recalled to another Employer under the Collective Agreement, and the Employee should indicate their interest in writing. If the Employee does express interest in being recalled to another Employer, at this point the other Employer should be notified.</li> <li>&gt; Prior to hiring new Employees or using Casual Employees within the agreed area, an Employee with recall rights must be offered the work. Prior to offering regular position to an Employee on recall within the agreed area, the job must first be posted and awarded to the most senior Employee with the ability to do the job.</li> </ul>
<p>17 When do recall rights expire?</p>	<p><b><u>Recall rights for those who are on full layoff (no work)</u></b></p> <ul style="list-style-type: none"> <li>&gt; Recall rights remain until the Employee is made whole in terms of FTE and site, or until 12 months from the date the Employee was last recalled to work, whichever is greater.</li> <li>&gt; Employees can <b>refuse recall</b> without affecting recall rights: <ul style="list-style-type: none"> <li>■ <b>to a position with a greater FTE</b> than their pre-layoff position as long as there is another Employee on recall who accepts the vacancy;</li> <li>■ <b>to a different site</b> other than their pre-layoff site;</li> <li>■ to work that is less than 14 days in length;</li> <li>■ to employment with another Employer signatory to the Collective Agreement (see Discussion Point 18).</li> </ul> </li> <li>&gt; Employee will be offered recall to all sites within the agreed area.</li> <li>&gt; Where an Employee refuses recall to work that is greater than 14 days in length at a specific site, the Employee loses future recall rights at this site.</li> </ul> <p><b>Scenario 1:</b> While on full layoff, the Employee is recalled to a position with same FTE but at different site than their pre-layoff site. Do they retain recall rights? = <b>Yes</b>. The Employee has not selected this position, they have been placed into it. The Employee maintains partial recall rights and remains on the recall list.</p> <p><b>Scenario 2:</b> While on full layoff, the Employer recalls the Employee to their home site to a position with a lower FTE than they had pre-layoff. Do they retain recall rights? = <b>Yes</b>. The Employee has not selected this position, they have been placed into it. The Employee maintains partial recall rights and remains on the recall list.</p> <p><b>Scenario 3:</b> While on full layoff, the Employer recalls the Employee to a different site or to a position with a lower FTE: The Employee accepts and the Employee requests to be voluntarily removed from recall list. Can they do this? = <b>Yes</b>, and the UNA Local is to be informed.</p>

## DISCUSSION POINT

## EMPLOYER &amp; UNA JOINT STATEMENT

17 When do recall rights expire?

**Recall rights for those who have displaced or taken a vacancy (partial recall)**

- > Recall rights remain until the Employee is made whole in terms of FTE and site, or until 12 months from the date the Employee was last recalled to work, whichever is greater.
- > An Employee retains recall rights and is on 'partial layoff' when the Employer has *placed* an Employee in a position with a lower FTE and/or at a site other than their home site. For the Employee to be considered on partial layoff with residual recall rights, the Employer **must place** the Employee into a position. If the **Employee selects** a vacancy or displacement with a lower FTE or at another site when there were options available to be kept whole, they will *not* be considered on partial layoff and they no longer have recall rights.

**Scenario 4:** After receiving position elimination notice, the Employee selects a vacant position of same FTE at a site other than their pre-layoff site. There were no options available at their original site with a same or lower FTE. Do they retain recall rights at their original site? = **Yes**. The Employee had no option to select a vacancy that would keep them whole in terms of site, therefore, they retain residual recall rights and stay on the recall list at their original site.

**Scenario 5:** After receiving position elimination notice, the Employee selects a vacant position with a *lower* FTE at their original site when there was a vacancy at this site with an FTE *equal* to her pre-layoff FTE. Do they retain recall rights? = **No**. The Employee had an opportunity to select a vacancy that would make her whole and so the Employee does *not* maintain recall rights.

**Note:** In both the case of Employees on full layoff (no work) and those on partial layoff, Employees must be available and have the ability to do the work in order to be recalled. Where an Employee is unavailable or unable to do the work they are recalled to, and there are no other Employees on layoff in the agreed area, the Employer has the right to hire an external candidate.

**Applying for vacant positions while on full or partial recall:**

- > If an Employee on recall is interested in a vacant position that has been posted as per the process in Article 14.01 and is outside of the agreed area, the Employee should not apply for the position using the application process under Article 14. Instead, the Employee should contact the Employer and the Union and request that their recall area be amended to include the area where this position is located. As such, the Employee will now be considered under the posting provisions of 15.10(a) and appointed to this position where:
  - the Employee is the most senior applicant who can perform the work satisfactorily; and

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17	When do recall rights expire?	<ul style="list-style-type: none"> <li>■ there are no other more senior internal Regular applicants suitable for the vacancy.</li> <li>&gt; Where an Employee refuses recall to work that is greater than 14 days in length at a specific site the Employee loses future recall rights at this site. As such, if the Employee subsequently expresses interest in a vacant position that has been posted at this site, the Employee must apply for this position and all provisions of Article 14 will apply.</li> </ul>
18	Reciprocal Recall list - how does this work?	<ul style="list-style-type: none"> <li>&gt; To date this language has not been applied. If there are multiple Employers under the Collective Agreement within the same geographical zone and any of these Employers have Employees on a recall list, all of the parties (applicable Employers and UNA Locals) will meet to discuss the application of Article 15.07.</li> </ul>
19	When is severance required?	<ul style="list-style-type: none"> <li>&gt; <b>Unless restricted by legislation</b>, severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.</li> <li>&gt; The parties may discuss severance offering in other circumstances at the pre-layoff meeting.</li> </ul>

NOTES:

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR REPRESENTATIVE IDENTIFIED BELOW:

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