

**SUMMARY UNA'S OUTSTANDING PROPOSALS  
(AS OF APRIL 10, 2014)**

**General**

- Include specific directions for part-time, temporary, casual and extended work day workers to refer to Article 30 or 37 (as appropriate) where the provisions are specifically amended.

**Article 1: Term Of Collective Agreement**

- Three year term, April 1, 2013 to March 31, 2016.

**Article 2: Definitions**

- 2.13 Amend to read "Cycle of the Shift Schedule" means a period of time not exceeding 12 weeks.
- 2.20 New - Include a definition of "Position". "Position" means: (a) (i) the category, and (ii) the classification, and (iii) hours per shift and shifts per cycle, (iv) home site, (v) the unit, program, geographic area, (vi) nursing focus.

(b) Notwithstanding the above, where the placement of a unit or other similar work area is relocated within a building or less than one kilometer from its original site and all other factors above remain unchanged, such relocation shall not be considered a position elimination.

**Article 7: Hours Of Work And Scheduling Provisions**

- 7.02(f) Include definitions of "evening shift" and "night shift".
- 7.02(g) (ii) Amend to clarify there can be no single days of rest.
- 7.02 (g) (vi) Except by mutual agreement between the Employer and the Local, an Employee shall have no more than 2 unique start times for the day shift, 2 unique start times for the evening shift and 1 start time for nights.
- 7.04(a)(i) and (ii) Any change with less than 28 days notice will invoke a penalty (2X for all shifts)
- 7.04 (iii) The Employer will reimburse all non-refundable costs related to changes to the shift schedule.
- 7.04(c) Ensure approvals by the Employer are done in a timely manner. To clarify intent, amend the last sentence to read: "Any shift changes shall not be deemed a violation of the scheduling provisions of this Article."
- 7.06 Delete 7.06(b) and replace with "In the event that an Employee reports for work as scheduled and is requested by the Employer to leave 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 (if fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift 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 home.

## **Article 8: Overtime**

- 8.01(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 or unless requests for time off have been denied within that year. 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.”

*Return to current if AHS returns to current.*

## **Article 9: On-Call Duty/Call Back**

- 9.03 Increase the rates for On-Call premium on a regular work day to be \$5.00 and \$7.50 on a day of rest or Named Holiday.
- 9.04 (c) New - Call back includes time immediately preceding a scheduled shift.
- 9.06 Delete current and replace with new 9.06, “For each occasion that an Employee is called back to duty all provisions of Article 8: Overtime shall apply.”
- 9.08 Amend so that each telephone consultation is paid at a minimum of 30 minutes overtime.

## **Article 10: Transportation**

- 10.05 (a) Increase Automobile Allowance to \$150.00 per month, pro-rated for part-time.
- 10.05 (c) Casual Employees shall be eligible for allowances bases on all hours worked in a program/department when they are required to provide a vehicle for work.

## **Article 11: Probationary Period and Orientation**

- 11.02 Delete current, therefore no termination of probationary Employees without just cause. *UNA prepared to return to current if AHS returns to current 11.01.*
- 11.03 Orientation to home site is to occur prior to commencement of patient care.

## **Article 14: Promotions, Transfers & Vacancies**

- 14.07 (f) A request for additional orientation shall not be unreasonably denied.
- 14.10 (e) add “and basic rate of pay”
- 14.10 (f) New – add “the unit (if applicable) and program.”

## **Article 15: Layoff And Recall**

- 15.04(a) Delete the 24 month limitation on displacement rights.
- 15.04 (b) The 72 hours to make a decision starts when the Employee receives all information necessary to make a decision regarding vacancies or displacement.
- 15.04 (e) New - An Employee who is being accommodated may be displaced and placed in another suitable position unless such placement would result in undue hardship to the Employer.

- 15.07 Delete unnecessary language related to geographical health regions.
- 15.08 Clarify that cost sharing of benefits continue for as long as an Employee is on layoff with recall rights.

#### **Article 16: Temporary Assignment Pay**

- 16.01(a) Increase Responsibility Allowance to \$3.50 per hour.
- 16.02 (a) The Employer must designate an in-scope Employee (RN/RPN) in charge at all times, for each unit, program, site or office where patient, resident or client care is performed.
- 16.02 (b) (i) Increase Charge Pay to \$3.50 per hour.
- 16.02 (b) (ii) Add “Nurse Clinician, Head Nurse, Clinical Nurse Specialist or Instructor”.
- 16.02 (d) Delete if Employer agrees to amended 16.02 (a).
- 16.04 Payment of \$1 when assigned responsibility for administrative operation is “in addition” to 16.01(a) or 16.02 (b).
- 16.06 (b) Increase preceptor premium from 65¢ to \$2.00/hour.
- 16.06 (c) Preceptor pay should be paid to those who precept any students (not just nursing students) and should be paid to orient any Employees (not just of this Collective Agreement) and to those assigned to mentor students or staff

#### **Article 17: Vacations With Pay**

- 17.02 Propose to increase vacation accrual rates for all Employees as follows:  
  
20 working days during the 1<sup>st</sup> to 4<sup>th</sup> year of employment, thereafter increase entitlement by 1 day each year, up to 45 days during the 29<sup>th</sup> and subsequent years.  
  
*UNA has indicated it is prepared to amend this positions but requires some increase in vacation.*
- 17.03 (h) New - An Employee who is on vacation and requires Bereavement Leave (22.03) or Court Appearance Leave (22.07) shall be entitled to have their vacation credits reinstated.

#### **Article 18: Named Holidays**

- 18.01(a) Include Easter Sunday as a Named Holiday.
- 18.03(b) Add New Year’s and Victoria Day as super-stats paid at 2X the basic rate of pay.
- 18.03(d) (i) Clarify overtime payment on a named holiday (other than a super-stat) is 2.5X.
- 18.03 (d) (ii) Clarify overtime payment for hours worked on Christmas Day, New Year’s, Victoria Day and August Civic is 3X basic rate of pay.

### **Article 19: Sick Leave**

- 19.02 Increase the monthly accrual rate from 1.5 days per month to 2 days per month.
- 19.04 Amend to include “or agents of the Employer”.

### **Article 21: Prepaid Health Benefits**

- 21.01(a) Benefits outlined in Appendix A effective 30 days after ratification. Include Appendix A which specifies all benefits in the HBTA Supplementary Benefits Plan.
- 21.02 Reference to Appendix A. Ensure LTD and STD are indexed to the Salary Appendix at 66 2/3%. Extend LTD to age 67.
- 21.03 Make present language (a), and ADD (b) Upon retirement, the Employee shall have the option of continuing benefit services at 100% cost to the Employee.

### **Article 22: Leaves Of Absence**

- 22.03 (b) Change “may grant” to “not unreasonably deny” bereavement leave for another relative or close friend.
- 22.04 (b) Amend to remove the restriction that Maternity Leave must commence on the date of delivery. Salary top up to 75%. If the Employee requests, continue benefits with normal cost sharing.
- 22.04 (c) If the Employee reinstated to her same position, reinstatement is “in accordance with Article 14.07”.
- 22.05(a) Amend Adoption Leave provisions to include top up to 75% top up. If the Employee requests, continue benefits with normal cost sharing. Amend to ensure that if the Employee is unable to be returned to their former position they are to be reinstated in accordance with Article 14.07.
- 22.05(c) Amend Paternity Leave provisions to include top up to 75% top up. If the Employee requests, continue benefits with normal cost sharing. Change the length of notice required to commence Paternity Leave from 12 weeks to 6 weeks.
- 22.07(b) Provide for time off with pay for abutting shifts associated with Court Appearance.
- 22.08(a) Change “Special Leave” to “Personal Leave” and amend to read:  

“Each Employee shall be entitled to five (5) paid Personal Leave days each year, from April 1st through March 31st. Each Personal Leave day is based on length of regularly scheduled shift. The time can be taken as hours. These days are made available for the purposes of conducting personal business and meeting family responsibilities including attending appointments with family members. While the use of Personal Leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, Personal Leave days are not intended for the purposes of extending time off from work and shall not be denied.”
- 22.08(b) Delete – incorporated into 22.08(a).

- 22.08(c) Renumbered Terminal Care Leave. Requirement to submit satisfactory proof is limited to Terminal Care Leave.

### **Article 23: Discipline, Dismissal And Resignation**

- 23.01 No written warning shall be provided beyond the 10 days after the Employer became aware of the unsatisfactory conduct. *UNA prepared to return to current language if AHS returns to current language.*
- 23.02 No written warning shall be provided beyond the 10 days after the Employer became aware of the unsatisfactory performance. *UNA prepared to return to current language if AHS returns to current language.*
- 23.03 No suspension or dismissal shall be provided beyond the 10 days after the Employer became aware of the act. *UNA prepared to return to current language if AHS returns to current language.*
- 23.04 New - Define a written warning as “any letter of dissatisfaction regarding an Employees conduct, performance or attendance, inclusive of letters of expectation”.
- 23.07 Amend to provide for a delay in reporting to CARNA/CRPNA for 3 months post discipline.
- 23.09 Delete “Except for the dismissal of a probationary Employee,” *UNA prepared to return to current language. See Article 11.02.*

### **Article 25: Salaries**

- 25.03 Propose to move to Article 39.02.

### **Article 26: Education Allowances**

- 26.03(d) Allow combining of a Clinical Course allowance with a baccalaureate, masters or doctorate degree.

### **Article 27: Recognition Of Previous Experience**

- 27.03 New - Recognition of all concurrent hours (ie. hours with another employer) to a maximum of a full-time Employee. Review current Employees who have concurrent hours with another employer and adjust placement on the salary scale.

### **Article 28: Shift Differential And Weekend Premium**

- 28.01(a) Increase evening shift differential from \$2.75 per hour to \$3.75 per hour.
- 28.01(b) Increase night shift differential from \$5.00 per hour to \$6.00 per hour.
- 28.02 Increase weekend premium from \$3.25 per hour to \$4.25 per hour.

### **Article 29: Pension Plan**

- 29.01(b) New – Earnings include time spent on STD, LTD and WCB.
- 29.05 Increase the percentage of matching RRSP contributions to three percent (3%) and allow all Employees the ability to participate in the supplemental RRSP. Earnings shall include STD, LTD and WCB.

Refer to new LOU on RE: Supplemental Pension to replace any benefits eroded by changes to LAPP.

### **Article 30: Part-Time, Temporary And Casual Employees**

Ensure consequential amendments are made in this Article to reflect parity, where practical, to the main body of the Collective Agreement.

- 30.01 (a) Prohibit “split shifts”.
- 30.01 (g) Include an amendment for 22.07 (a):  
“(iv) Part-time Employees who are not scheduled to work and are required to attend court on a day other than a scheduled day of rest shall be paid an amount equal to the Employee's regular scheduled daily hours at the Basic Rate of Pay for each day in attendance in court.”
- 30.03(a) (v) Specify the four week period to average overtime starts in January each year.
- 30.03(b) Clarify time in receipt of WCB is used to calculate salary increments.
- 30.03(c) Clarify that portability of vacation entitlement also applies to casual Employees.

### **Article 32: Grievance/Arbitration Procedure**

- Replace the current Article 32 with the language in the Letter of Understanding.
- 32.04A Clarify a Local Representative will suffer no loss of pay to attend grievance meeting.
- 32.12 Revise list of Arbitrators.
- New - Include a provision for an industry troubleshooter. A neutral person, experienced in Labour Relations, who is able to:
  - (A) investigate the difference,
  - (B) define the issue in the difference, and
  - (C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- New - Insert penalty provisions for all violations of the Collective Agreement, but allow the Union to waive if deemed appropriate.

### **Article 34: Occupational Health & Safety**

- 34.01 Add: “OHS education, training and instruction shall be provided to Employees, at the basic rate of pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.”
- 34.02(d) “The parties will provide available information to allow for the meaningful discussion of the issues. The parties will endeavor to provide this information in a timely fashion, in any event not later than 30 days from the original discussion of the particular issue(s).”
- 34.02(f)(iii) Include a provision to provide for payment of travel time and expenses to attend either the meeting with the CEO or designate(s) or the presentation to the Board.
- 34.02 (g) New - Add additional step to provide binding arbitration if the issue remains unresolved following the response from the governing Board.
- 34.07 (a) Integrate the Letter of Understanding RE: Occupational Health and Safety – Hazard Assessment, Administrative Policies and Procedures and Personal Protective Devices. Add (iv) that adequacy of staffing levels will be part of hazard assessments.
- 34.08 Add: “An Employee who normally travels to and/or from the site to the Employee’s place of residence by means of public transportation and the Employer requires the Employee to arrive or leave when there is no public transportation available, the Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to the Employee’s place of residence.”

### **Article 35: Professional Development**

- 35.01 Recognize web-based or electronic in-servicing are not substitutes for “hands on” training.
- 35.02(a) (vi) Add “Non-Violent Crisis Intervention” and to the list of mandatory in-service.
- 35.02(d) New - The Employer shall not unreasonably deny a request for payment of: ACLS, BLS, BTLS, TNCC, ENPC, PALS, NRCP, recommended for the area of practice.
- 35.03 The Employer shall respond to a request for professional development in a timely manner.
- 35.06(a) Increase registration reimbursement from \$100 to 50% for all Employees.

### **Article 36: Professional Responsibility**

- 36.01(h) Include a provision to provide for payment of travel time and expenses to attend either meeting with CEO or designate(s) or the presentation with the Board.
- 36.01(i) Add additional steps to provide binding arbitration if the issue remains unresolved following the response from the governing Board.
- 36.03 New – Include the new Safe Staffing Process as follows:
  - (a) For each unit, program or other work area, the Employer shall, within 30 days of ratification, provide the Union with a report describing the number of bargaining unit members which constitutes the “core”, “basic”, or minimum staffing requirements, and complete rationale as to how this number was arrived at.

- (b) In the event the Union believes the numbers are unsafe or unreasonable, a joint ad hoc committee shall be struck of an equal number of Employer and Union representatives to address the concerns.
  - (c) Failing resolution of the dispute by the ad hoc committee, the Union shall have the right to present the issue to a special "Safe Staffing Committee." The Safe Staffing Committee shall be comprised of one patient care expert appointed by the Union and one patient care expert appointed by the Employer, and a third patient care expert appointed by the Minister of Health. The Committee shall meet and hear presentations from the Union and the Employer and shall review the staffing, based on the submissions and the staffing levels in areas such as Australia, New York and California, where staffing levels are mandated by legislation or collective agreement. The Committee shall issue findings within 60 days of the submissions. The Committee is a body constituted to provide a method of settlement of differences pursuant to the terms of Division 22 of the Labour Relations Code.
  - (d) In the event a new work area is created or a unit, program or work area is modified, causing the Employer to alter the number of core staff, items (a) through (c) shall apply.
  - (e) In the event patient acuity or the focus of the unit, program or work area changes the Union may request that items (a) through (c) shall apply.
  - (f) The Employer agrees that the staffing will not fall below the core staffing. In the event that additional patients/clients/residents are added to the workload, additional bargaining unit members shall be assigned. If there are no additional bargaining unit members available, there shall be no additional patients/clients/residents assigned to the work group.
  - (g) When an item is unresolved for more than forty-five (45) calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present their complaint to an arbitration board in accordance with Article 33. Notwithstanding Article 33.06, such Board shall have full authority to rule on the matter and the decision shall be binding on the parties.
- 36.04 New - Prior to any change to the model of care on a unit, program or office, the issue will be brought to the Professional Responsibility Committee to allow for meaningful disclosure and discussion. No changes will be implemented until an appropriate evaluation process is developed.

**Article 37: Extended Work Day**

- 37.01(a)(i) Amend to read "applicable nursing unit, program or office."
- 37.02(c) Amend and/or discuss the concept of an evening shift for extended workdays.
- 37.02(d) Restrict the ability to have single days of rest.
- 37.02(g) The Named Holiday or lieu day shall be paid as per the normal length of shift (11.08 or 9.75) (versus the current 7.75 hours).



- 37.18 Amend to allow part-time Employees who normally work 7.75 hours to voluntarily replace (without invoking overtime) an Employee who normally works extended work day (currently only casual Employees may do so).

**Article 39: Classification And Job Description**

- 39.02 New - Language to provide process for new classifications and reviews of current classification. Language that provides red circling protection for those who are downwardly reclassified and retroactivity guarantees for those who are upwardly reclassified.

**Article 41: Ambulance Duty**

- 41.02 Increase payment from \$50 to \$75.

**Article 44: Mobility**

- 44.02(b) Clarify that not all community programs are "at or out of".
- 44.03 Amend so that the same process of being changed from an "at" or "at or out of" to a "multi-site" apply when the Employer changes the sites of the multi-site Employee and when they discontinue a multi-site position.
- 44.04(b) Clarify application of seniority in permanent service relocation.

**Article 45: Retirement Allowance**

- Following 20 years of continuous service the employee is entitled to one days pay per year.

**Article 46: Re: Recruitment, Retention, And Alternate Work Arrangements**

- Section 1. Incorporate the Transitional Graduate Nurse Recruitment Program amended initiative but propose to increase the minimum number to 25 positions.
- Section V. Unique Employment Options to Support Recruitment and Retention shall include all of the pilot projects.
- New - Discuss the issue of retention and recruitment initiatives for rural nurses. Include for discussion the accommodation and financial incentives for nurses who volunteer to work at another site of the Employer.

**Letters Of Understanding (General)**

- Renew, with date changes as appropriate, Letters of Understanding. Ensure the Letters of Understanding are numbered.

Delete #2 Charge Designation Review Committee – Delete if Article 16.01 and 16.02 agreed to.

## **Letters of Understanding**

### **3. Re: Severance**

- Amend Letter of Understanding Re: Severance by increasing the cap from 40 weeks to a cap of 12 months.

### **9. Re: Scheduling**

- The Employer must minimize, to the extent possible, having an Employee scheduled to work up to one (1) hour on a day of rest.
- Add provisions applicable to extended work-day schedules.

### **10. Re: Lump Sum**

- 2(c) Clarify that STD and LTD apply.
- 2(f) Clarify that vacation with pay apply.

### **11. Re: Cost of Living Lump Sum Payment (2015/2016 Fiscal Year)**

- 2(c) Clarify that STD and LTD apply.
- 2(f) Clarify that vacation with pay

### **13. Re: Commitment to Hire Alberta Nursing Student Graduates**

- The Joint Committee will develop and recommend mechanisms to assist Employers in hiring at least 70% of Alberta nursing graduates and to assist new graduates in finding positions.

### **14. Re: No Reduction Of Nursing Hours**

- Update specified dates.

### **16. Re: Employees with Multiple Employment Relationships (Alberta Health Services)**

- Include a provision that provides for a monetary penalty of payment 2X for all amounts owing each affected individual.

### **17. Re: Full-Time Employment Incentives**

- Provide financial incentives for full-time work. A \$1,000 quarterly bonus for maintaining full-time status.

### **18. Re: Creation of New Employer Sites**

- Include language that outlines a process whereby the Employer must meet with UNA to discuss new sites that will become the home site of Employees. The Employer will agree to share all relevant information with UNA regarding the new site including; Employees who may be affected by permanent service relocation, parking, security, orientation etc. UNA and the Employer must reach mutual agreement regarding whether a Local condition applies and if so which one.

**19. Re: Annual Hours of Work**

- New Letter of Understanding – A request from a Local or site to transition full-time Employees annual hours of work from 2022.75 to 1920.75 shall not be unreasonably denied.

**20. Re: Supplement Pension**

- Propose that the Employer is responsible for any degradation of LAPP by making Employees whole with a supplemental pension plan.

**21. Re: Staff Scheduling Transformation**

- Changes to FTE will only be done by attrition. No Employee will be asked to choose between layoff and a change of FTE. There will be no reduction in the number of Employees because of the Staff Scheduling Transformation Project.

**22. Re: Flexible Hours for Clinical Nurse Specialists, Nurse Clinicians and Instructors**

- Specify conditions that are modified when working flexible hours as per Article 7.01 (e).

**LOCAL CONDITIONS (Current)**

- Local 183: Alberta Hospital Edmonton, correct Local condition to provide for 10 days of rest in 5 weeks.

**LOCAL CONDITIONS (New)**

- Include a Local Condition for Corrections members.
- Include a Local Condition Re: Northern Allowances. Ensure the Local Condition ensures members qualify and are able to take advantage of the tax deductions from Revenue Canada.

**Salary Appendix**

- Increase all existing rates:  
April 1, 2013 – increase by 2%  
April 1, 2014 – increase by 4%  
April 1, 2015 – increase by 6%
- Amend “Assistant Head Nurse” to read “Assistant Head Nurse, Nurse Clinician”.
- Include Clinical Nurse Specialist as a classification of its own.