

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

AHS proposes a four year agreement

ARTICLE 2: DEFINITIONS

“Shift”: “The Employer wishes to discuss the meaning of this provision.” We believe that the Employer seeks to change the requirement to pay a minimum of three hours.

ARTICLE 5: DUES , DEDUCTIONS AND UNION BUSINESS

Union Dues: The Employer seeks to remove the right of employees to agree to Local dues levies

Employer seeks restriction of right for Union Leave

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

Change from 15.5 hours off between shifts to 10 hours off between shifts.

Eliminate Designated Days of Rest for part time Employees.

Employer seeks to negotiate schedule changes directly with employees, rather than through their certified bargaining agent

Employer seeks right to change schedules with 7 days without penalty.

Restrict reporting pay to situations where an Employee reports for a “shift.”

ARTICLE 8: OVERTIME

Overtime only applies to part timers if they work in excess of a fulltime employee, averaged over 4 weeks.

Employees would no longer have the right to “bank overtime.”

ARTICLE 9: ON-CALL DUTY/CALL BACK

Employer seeks right to change on call schedule with 7 days notice without penalty

Employees could no longer bank call-back time

ARTICLE 10: TRANSPORTATION

Employer no longer required to provide parking for all Employees required to have vehicles.

Limit Employers requirement to provide mileage reimbursement when Employee required to travel at start or end of shift.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

Casual Employees would always remain on probation and therefore could be terminated without cause or recourse.

Once a Casual employee transfers to regular position, she would serve a new probationary period where she could be terminated without cause or recourse.

Undergraduate and transitional graduate nurse, when transferred into regular positions, would serve a new probationary period where they could be terminated without cause or recourse

ARTICLE 12: SENIORITY

Limit Employers obligations to provide seniority lists

Seniority would not be considered to vacation requests made outside the vacation planner.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

Employer no longer required to have position start on date listed on posting.

Vacancies no longer posted in each site.

Employer determines for each posting whether application is to be made in writing or electronically.

Employer would no longer announce names of successful candidates.

ARTICLE 15: LAYOFF AND RECALL

Employer wishes to gut the entire Article.

Employees would no longer have the right to displace or to take a vacancy of their choice. Instead, laid-off Employees would be obligated to take a vacancy of the same FTE at the same site.

If entire site closed, or there is no identical vacant FTE, Employee would still not have the right to displace, but would only have the right to take a vacant position.

Laid-off Employees would no longer have recall rights, but instead the Employer "would endeavour to offer them shifts at their previous site."

ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE

Employer wishes to gut entire Article.

There would no longer be a requirement to have a person in charge of each unit. Employer could assign someone to be in charge of an unlimited number of units. No requirement for the person in charge to be a Nurse or professional of any type.

Employees classified as Assistant Head Nurses or Head Nurse Instructors would no longer be eligible for Preceptor pay.

ARTICLE 17: VACATIONS WITH PAY

Despite sending out a joint statement suggesting that the vacation year begin May 1, the Employer now proposes vacation year start April 1.

Deletion of the reference to vacation being based on “continuous service”

Employer would have the right to limit amount of vacation that could be taken during what the Employer has determined to be “peak vacation periods.” Note: This proposal is in direct violation of the Employment Standards Code, section 37: “Employers must give employees their annual vacation in one unbroken period no later than 12 months after an employee becomes entitled to it. If an employee so requests in writing, the employer may provide the vacation in two or more periods, so long as each vacation period is at least one day long.”

Employer no longer required to consider requests to carry vacation of more than 5 days.

Despite requiring Employees to break up their vacation requests, the Employee would only be able to use seniority for one of the requests.

ARTICLE 18: NAMED HOLIDAYS

Increased ability for Employer to assign when lieu day taken.

ARTICLE 19: SICK LEAVE

Employee returning from Long term disability must provide “proof satisfactory to the Employer of the Employee’s ability to perform the duties of her or his former position.”

Employer would no longer be obligated to reinstate Employee to a site suitable to the Employee.

Employer no longer required to inform Employee of amount of sick leave remaining.

Employees to make all reasonable efforts to schedule medical, dental, optical and physiotherapy appointments outside of work hours, and to provide as much advance notice of appointments as possible. (Employers claimed that more than one manager has indicated that a problem exists with nurses abusing the current clause to take time off work.)

ARTICLE 20: WORKERS' COMPENSATION

Employee returning from WCB must provide "proof satisfactory to the Employer of the Employee's ability to perform the duties of her or his former position."

ARTICLE 21: PREPAID HEALTH BENEFITS

Employer to have right amend benefit plan in order to provide less benefits during the life of the agreement

Reduce vision care from \$600/24 months to \$300/24 months

Dental plan no longer to be based on Blue Cross Usual and Customary Fee Guide, but rather on fee guide determined by Employer.

Eliminate improvements to benefits made last round of negotiations.

Employees in less than 0.4FTE will be stripped of current rights to vision care, medication, and dental plan

ARTICLE 22: LEAVES OF ABSENCE

When reinstating Employees, Employer no longer required to reinstate at a site suitable to the Employee.

Restrictions on special leave - only a maximum of 4 incidents, with each incident being no more than one day each.

Limit use of court appearance leave for Casuals

The Employer "wishes to discuss the issue of union leave."

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

Extend time period for Employer to discipline

ARTICLE 25: SALARIES

Newly graduated nurses no longer shall be paid the rate applicable to a Registered Nurse or Registered Psychiatric Nurse, retroactive to the date of successfully writing her or his registration examinations

ARTICLE 26: EDUCATIONAL ALLOWANCES

New restrictions on recognition of education allowance

Deletion of educational allowance for those with Capital or David Thompson Critical Care or Perioperative Courses

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

Employees who have taken refresher course to not receive credit for experience more than 10 years old.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

Evening shift only payable from 1800 hours to 2300 hours.

Weekend premium no longer to start at 1500h on Friday, but rather at 1800 hours

ARTICLE 29: PENSION PLAN

Delete 2% RRSP

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

Employer proposes to delete entire Article, wiping out 35 years of arbitral jurisprudence

ARTICLE 32A: GRIEVANCE PROCEDURE

Timelines to strictly apply to union, not to Employer.

ARTICLE 34: OCCUPATIONAL HEALTH AND SAFETY

Union would no longer have the right to raise its concerns to the governing Board.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

Delete requirement to reimburse portion of professional fees.

Fewer Professional Development days for those on extended workday.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

Union would no longer have the right to raise its concerns to the governing Board.

ARTICLE 37: EXTENDED WORK DAY

“The Employer wishes to discuss the operation of Article 37.01”

ARTICLE 40: COMMITTEE PARTICIPATION AND MEETING ATTENDANCE

Limit Employer’s responsibility to reimburse for travel if attending meetings of the Employer

ARTICLE 44: MOBILITY

Employer to have right to create multi-site positions which either result in the elimination of existing single-site positions or are created as new multi-site positions.

Employer no longer required to reimburse for travel time if multi-site position filled through a job posting.

LETTER OF UNDERSTANDING RE: UNIT

Delete Union’s right to proceed to the governing Board

LETTER OF UNDERSTANDING RE: RETENTION & RECRUITMENT INITIATIVES

“The Employer wishes to discuss the Retirement Preparation Program, the Pre-retirement FTE Reduction, Weekend Worker, Flexible Part-time Positions, Seasonal Part-time Positions and Benefit Eligible Casual Positions in conjunction with the evaluation to be completed under the joint Research to Action Evaluation Project.”

I. TRANSITIONAL GRADUATE NURSE RECRUITMENT PROGRAM

Positions to last for a maximum of 6 month, rather than the current year. No longer a guarantee of supervision and guidance.

Professional Responsibility Committee to no longer review this matter.

II. EXTRAORDINARY TEMPORARY POSITIONS FOR INTERNATIONAL RECRUITMENT

Delete all provisions. Employer will now only be required to inform Union when recruiting internationally.

IV. RETENTION OF EXPERIENCED EMPLOYEES

Delete the 2% Special Long Service Pay Adjustment for those with 20 or more years of service.

LETTER OF UNDERSTANDING RE: COMBINED POSITIONS

Employer to have right to create combined positions in all areas of the Province.
Employer would no longer be responsible for mileage reimbursement

LETTER OF UNDERSTANDING RE: OCCUPATIONAL HEALTH & SAFETY - HAZARD ASSESSMENTS, ADMINISTRATIVE POLICIES AND PROCEDURES AND PERSONAL PROTECTIVE DEVICES

Delete requirement to provide the Occupational Health and Safety Committee with copies of hazard assessments, administrative policies and procedures regarding use of latex supplies and equipment, personal protective devices, "safety-engineered" needles, and other medical sharps devices.

LETTER OF UNDERSTANDING RE: SCHEDULING

Limit time off between shifts for Employees moving from night Shift to day Shift

LETTER OF UNDERSTANDING RE: MARKET CONDITION LUMP SUM PAYMENT

Delete

LETTER OF UNDERSTANDING RE: COST OF LIVING LUMP SUM

Delete

New LETTER OF UNDERSTANDING :TO ELIMINATE EXISTING OVERTIME BANKS

If Employer has not agreed to time off for accumulated overtime, all overtime to be paid out.

SALARY APPENDIX

New start rate at 3.1% lower than existing start rate. Employees would now take 10 years to move to top rate.

Increases to grid

2010: 0%

2011: 0%

2012: Cost of Living Wage Adjustment

2013: Cost of Living Wage Adjustment