

LETTER OF UNDERSTANDING
RE: NO REDUCTION OF NURSING HOURS

The parties agree that:

1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees.
2.
 - (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.
 - (b) The benchmark against which future annual comparisons of total Employee hours worked shall be the total of Employee hours worked between April 1, 2009 and March 31, 2010 (Benchmark Hours). A report of these hours will be broken into quarterly segments. Where possible, the report will provide information by zone, and by site or community services.
3. The process to conduct the future annual comparisons will be as follows:
 - (a) The Employer will provide the Joint Committee with the Benchmark Hours within 120 days of ratification of this Collective Agreement.
 - (b) For information, the Employer will provide the Joint Committee with quarterly reports on the total number of hours worked. For comparison and analysis purposes, where possible, the report will provide information by zone, and by site or community services.
 - (c)
 - (i) The Employer will provide the Joint Committee with an annual report on the total number of hours worked by Employees, with an analysis of the variation.
 - (ii) Where there is a negative variation in the total number of hours worked, the Employer will provide an explanation of the variance.
 - (iii) The Employer will take every reasonable action necessary to increase the total hours worked to the Benchmark Hours. The Employer will share information regarding these actions with the Union.

LETTER OF UNDERSTANDING

RE: JOINT WORKFORCE REGULARIZATION PROCESS

1. “Regularization Hours” shall be defined as overtime hours worked in the bargaining unit, hours worked by casual Employees in the bargaining unit, hours worked by part-time Employees in the bargaining unit other than regularly scheduled shifts, and direct nursing care or nursing instruction hours worked by individuals not directly employed by the Employer.
2. The Employer agrees that, wherever possible, Regularization Hours will be converted into, or added to, regular positions.
3. Joint Workforce Regularization Provincial Project Steering Committee
 - (a) Within 60 days of ratification of this Collective Agreement, the parties shall establish a provincial joint union management project steering committee (Steering Committee).
 - (b) Within 60 days of its first meeting, the Steering Committee shall develop guidelines and identify available and relevant information to support the review, analysis and decisions of local committees related to the conversion of Regularization Hours into regular positions.
 - (c) During the term of the project, the Steering Committee shall
 - (i) receive ongoing reports from the local committees, monitor the progress of local committee discussions, support sharing of information and learnings between local committees. The Steering Committee may also provide support and consultation to local committees upon request.
 - (ii) evaluate the effectiveness of the workforce regularization process.
4. Local Committees
 - (a) Within 120 days of ratification of this Collective Agreement, the parties shall establish joint union management committees (Local Committees). The purpose of the Local Committees is to determine which Regularization Hours are possible to convert into regular positions, or to increase the FTE of existing positions pursuant to Article 14.15.
 - (b) The Local Committees shall be composed of an equal number of Union and Employer representatives.

- (c) The Employer shall provide the Local Committees with all available and relevant information regarding the Regularization Hours and regular hours worked.
 - (d) The Local Committee shall examine the Regularization Hours and regular hours worked of the Employer's for the last 12 months grouped by units, groups of units, sites or departments as determined by the Employer's administrative structure.
5. (a) The Employer retains the right to determine the FTE of the new positions, or the FTE to be offered to current Employees.
- (i) Resulting vacancies shall be posted and filled in accordance with the provisions of the Collective Agreement.
 - (ii) Additional FTEs will be offered to current Regular Part-time Employees in accordance with Article 14.15.
6. The Local Committees shall have 12 months from the date of ratification of this Collective Agreement to complete the initial assessment and conversion process.
7. Where a Local Committee is unable to mutually agree on whether or not hours can be converted, it shall be referred to Dispute Resolution Advisory Committee for resolution. If the issue remains unresolved it shall be referred to Arbitration in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING

Re: COMMITMENT TO HIRE ALBERTA NURSING STUDENT GRADUATES

The parties agree as follows:

1. On an annual basis, the Employers will have a sufficient number of either regular positions, or temporary positions of six months or greater, to be able to hire at least 70% of the Alberta nursing student graduates. Such positions shall be within the direct nursing care and nursing instruction bargaining unit.
2. For information, the Employer will provide a quarterly summary of the Alberta nursing student graduates that have been hired. This summary will be presented to the Joint Committee for review.
3. If the Employers have not been able to hire at least 70% of Alberta nursing student graduates into either regular positions, or temporary positions of greater than six months, the Joint Committee will examine the reasons.
4. This Letter of Understanding shall be effective April 1, 2010 and shall expire on March 30, 2013.

LETTER OF UNDERSTANDING

RE: FACILITATION OF RETIREE ENROLLMENT INTO THE ALBERTA RETIRED TEACHERS' ASSOCIATION BENEFIT PLAN

The Employer agrees to take all necessary steps to facilitate the enrollment of retired employees on the Alberta Retired Teachers' Association (ARTA) Benefit Plan for post-employment Supplemental Health Care and Dental coverage effective January 1, 2011. This will include:

1. Obtaining all relevant information from the ARTA Benefit Plan and sharing the information with the Union.
2. Enrolment in the ARTA Benefit Plan will be subject to the terms and conditions of the ARTA Benefit Plan.
3. Work with ARTA to develop information materials for retired and retiring Employees.
4. The Employer and the Union will post the information for retired and retiring Employees on their web sites.
5. Effective January 1, 2011, the Employer will provide retiring Employees with the information to facilitate their enrollment on the ARTA Benefit Plan.
6. All retired and retiring Employees wishing to access the ARTA Benefit Plan must become ARTA members.
7. The premiums for retiree Supplementary Health Care and Dental coverage shall be paid 100% by the retiree.