

IN THE MATTER OF A MEDIATION

BETWEEN:

**ALBERTA HEALTH SERVICES
(the “Employer”)**

and

**THE UNITED NURSES OF ALBERTA
(the “Union”)**

Mediator’s Recommendations

June 14, 2010

Tom Hodges

Mediator

BACKGROUND

The parties to the dispute have been in negotiations to renew the collective agreements, which expired on March 31, 2010. Prior to my appointment as mediator under Section 64 of the Labour Relations Code on April 6, 2010, the parties had met in direct negotiations over five days. At the conclusion of direct negotiations, an extensive list of unresolved issues was referred to mediation.

Mediation

I met with the parties over a number of days and while many issues were resolved, the parties have been unable to reach agreement on a number of key issues.

The major issues outstanding at the conclusion of mediation meetings are:

- Article 1: TERM OF COLLECTIVE AGREEMENT
- Article 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE (and related Letters of Understanding)
- Salary Appendix

At the conclusion of our mediation meetings on June 11, 2010, it was understood that I would be making recommendations for settlement of the major outstanding issues as well as several issues resolved but for agreement on final wording. These recommendations are not intended to reflect the positions of either party. Instead, I propose them as terms that provide a reasonable and fair settlement and which provide the basis for the continuation of a working relationship that is of the utmost importance and benefit to all concerned.

I encourage both parties to give serious consideration to these recommendations and undertake their best efforts to obtain ratification.

RECOMMENDATIONS ON OUTSTANDING ISSUES

During the mediation meetings, significant progress was made towards reaching a settlement. However, the parties were unable to reconcile some fundamental differences in the approach to resolving the outstanding issues.

In consideration of the above, I recommend settlement of the outstanding issues based on the following:

- Article 1: Term of the Collective Agreement
 - Three Years (April 1, 2010 to March 31, 2013)

- Salary Appendix
 - Zero wage increase in year one of a three year agreement
 - Zero wage increase in year two
 - In year two there would be a two percent productivity increase allocation to wage rates in recognition of efficiency gains flowing from the Regularization of Hours project
 - Four percent wage increase in year three
- Article 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE (and related Letters of Understanding)
 - Renew current application - actual contract language may need to be amended to change specific dates.
- All matters previously agreed during direct negotiations between the parties and in the mediation process remain agreed.
- Matters that have been agreed, but the actual contract language has not been finalized will be finalized between the parties no later than June 23, 2010. Contract language not resolved between the parties will be resolved by Tom Hodges on a final and binding basis.
- Tom Hodges will remain seized to resolve any differences arising as to the interpretation, application or enforcement of these recommendations on a final and binding basis.
- The parties will indicate their acceptance of these recommendations by June 30, 2010.

All of which is respectfully submitted for your consideration.
Dated this 14th day of June, 2010.



Tom Hodges, Mediator