



Layoff and Recall 2013

July 2013

This document has been provided for the information of UNA.

Individual factors and arbitration decisions may affect the interpretation and application of the Collective Agreement. If you have any questions or concerns, please contact your Local Executive or Labour Relations Advisor (LRA).

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Introduction

UNA Provincial Collective Agreement
April 1, 2010-March 31, 2013

Without a Collective Agreement, Employers have unrestricted rights to carry out position eliminations and layoffs. Article 15: Layoff and Recall, prevents unreasonable or discriminatory Employer practices and provides certain rights to Employees affected by the Employer's decisions. The provincial agreement's layoff and recall language ensures that a nurse's investment of time with an Employer is protected. The workforce reduction/position elimination must be proved to be necessary [Article 15.02 (a)]. The seniority of nurses who have invested years of their lives must be protected [Article 15.03 (a)] and quality patient care cannot deteriorate [Article 36].

The contract language for layoff and recall was placed in the Collective Agreement during negotiations in the 1970s and 1980s when layoffs and position eliminations were

relatively few in number. The foresight of the negotiating committee Employees during that time in strengthening job security for those who face position elimination and layoff proved valuable to the nurses during the major cuts in the 1990's. The contract language has evolved over time as UNA continues to negotiate progressive changes to the layoff and recall language.

UNA has produced this Guide to provide you with answers to the questions most frequently asked about layoff and position elimination. In addition, Appendix IV includes the current Article 12: Seniority, Article 15: Layoff and Recall, and Article 44: Mobility.

If you have any questions or concerns about the application of the Collective Agreement to your situation, please contact your Local Executive or Labour Relations Advisor.

Process and Questions & Answers

UNA Provincial Collective Agreement
April 1, 2010-March 31, 2013

Process

The parties recognized that because of the elimination of multiple regional health authorities the process of using Article 15 would be more complex. To address this added complexity and ensure that communication would continue to be between the Locals and the Employer, the parties agreed that prior to reductions in the workforce or position eliminations there would be a meeting. This meeting is to discuss the reductions or position eliminations, to review the seniority list, to determine how affected individuals will be able to get the required information to aid in decision-making and to discuss any other relevant factors. The other relevant factors could include the timing of when 28 days notice will be given, when the 72 hours notice starts, what will be done with temporary Employees and how many Employees are on leave of absence and the possible return dates. In the case of position elimination the Employer needs to clearly articulate what about the position is being changed. There may be a need to have a subsequent meeting with the Employer to finalize any items left unresolved. It is advised that the Local Executive and a Labour Relations Advisor attend these meetings.

It is advisable for the Employer to arrange to have a meeting with the staff of the area to communicate the decision and subsequent next steps. UNA should attend this meeting and be given time alone with the Employees to answer questions.

If you receive notice and you have twenty-four or more months of seniority, you can take a vacant position, bump into a position held by an Employee with less seniority or elect layoff with recall rights. Where there is more than one

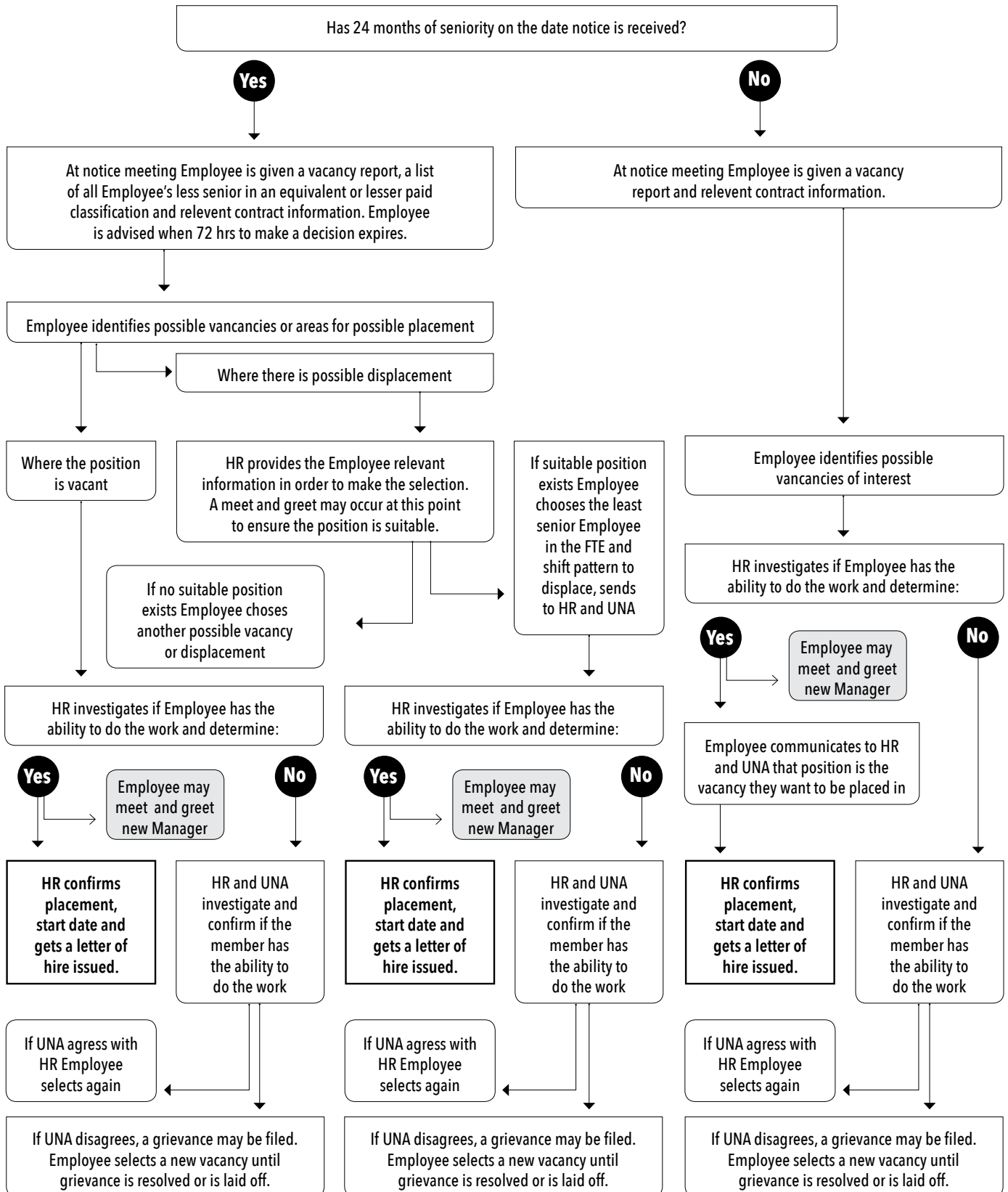
Employee on the unit/office with an equivalent FTE, shift pattern and length of shift to that of the selected position, the Employee must bump the least senior of such Employees. If you have less than twenty-four months of seniority, the Employer will place you in a position for which you have the ability to perform the work.

The Employer is obligated to provide you with the information you need in order to make an informed decision. You may request a description of units within a site or program. For example, you may want to know about Mental Health Services within the Edmonton Zone, in which case the Employer should be able to provide you with a listing of each program/unit/office a brief description of what the focus of the area is and where it is located. At that point you may want to request the vacancy list, rotation and seniority list for each area that interests you. In rural areas for example you may want to ask for rotations and seniority for each acute care unit in a 100km radius from your home versus 100km from your work site. (See Page 5 for a process map)

The bumping provisions of the Collective Agreement are not applicable to Employees with less than twenty-four months seniority. The Employer must place you in a position. Remember that only the most junior Employees can be laid off. While the strict reading of the Collective Agreement states that the Employer has the obligation to place you, often the nurse is given the opportunity to choose a vacancy that they want to be placed into. (See page 5 for a process map)

Please see Appendix II for a process description for Locals and Labour Relations Advisors.

Process when an Employee receives notice of position elimination/layoff



Position Elimination/Layoff

Position Elimination

Q: What is position elimination?

A: 'Position' includes your site or the sites you work "at" or "at or out of", the nursing focus of that unit/office, your classification (as per the salaries appendix), and for part-timers, your hours per shift and shifts per shift cycle and. Your position has been eliminated if any of these elements change.

Q: My Employer has told me that my position is being changed from an "at" a site position to an "at or out of" a site position. Can they do this?

A: Your Employer can change your position from an "at" a site position to an "at or out of" a site position. You may accept the new "at or out of" a site position or decline the "at or out of" position and exercise your rights under Article 15.

Q: I have been given notice that my position is being permanently relocated to a location over 50 kilometres from my home site. Do I have to transfer?

A: No. You may accept the transfer or decline the transfer and exercise your rights under Article 15.

Q: I have been given notice that my position is being permanently relocated to a location under 50 kilometres from my home site. Do I have to transfer?

A: You may accept the relocation or accept your rights under Article 15 except the right to displace other Employees, or object to the transfer and ask that it be reviewed by the Employer and, failing resolution within 5 days, by the Relocation Committee.

Q: Has my position been eliminated if my Employer changes the nursing focus of my unit/office?

A: If the Employer has altered the nursing focus of your unit/office and the duties of your position have been fundamentally altered, your position has been eliminated. Check with your Labour Relations Advisor (LRA) if any of the components of your job are changed. Occasionally an Employer will change elements of a job but will not want to recognize that the position has been eliminated.

Q: My Employer wants to change my hours from two 8-hour shifts per pay period to four 4-hour shifts. Is this position elimination?

A: Yes. You must be given a notice of position elimination.

Layoff

Q: What is a layoff?

A: A person is laid off when his or her rights to work and to be paid for that work are suspended. You are considered to be laid off if there has been any reduction in your regular hours of work (this includes a decrease of 15 minutes per shift or a requirement to take unpaid LOAs). Full-time hours are defined within the hours of work articles in the Collective Agreement. Part-timers will find their regular hours of work defined in their letters of hire.

Necessity

Q: Can my Employer just eliminate my job or lay me off without a reason?

A: No. The Collective Agreement states that the eliminations/reductions must be necessary. Your Employer must have a legitimate need for the extent of the layoffs or position eliminations.

Temporary

Q: What happens to Employees in temporary positions at the time of layoffs?

A: In order to make the layoff process more manageable, UNA believes that Employers should end all temporary positions at the time of layoffs.

Casuals

Q: Can I be laid-off if I'm a casual?

A: No. Technically under the Collective Agreement you would not be considered on layoff because you don't have regular hours. However, you may be considered to be laid off for the purposes of employment insurance compensation. Contact Service Canada for more detailed information.

Vacation

Q: My Employer wants to give me a cheque for my vacation payout at the time of layoff. I'd rather not be paid out as I'm sure I'll be back to work soon and I'll take my vacation days once I have returned to work Do I have to accept the cheque?

A: No. Your Employer cannot force you to accept a payout of your vacation.

Notice

Who Gets The Notice

- Q:** Who should get notice of layoff or position elimination?
- A:** When there is a workforce reduction, only the most junior Employee(s) should receive notice of layoff when there is a workforce reduction. UNA recommends that, where possible, Employers eliminate the positions of the least senior Employees to minimize the amount of bumping required. The contract very clearly states that layoffs must take place in the reverse order of seniority.

When there is position elimination, Employees whose positions have been changed are given 28 days notice.

Length

- Q:** What length of notice of position elimination or layoff must I be given?
- A:** You must receive your official notice twenty-eight days prior to the layoff/position elimination. While UNA believes that it is helpful to Employees to have unofficial notice as soon as the Employer has made the decision to eliminate positions or layoff nurses, this specific time limit for official notice is necessary

to prevent Employer manipulation of the layoff process (hiding of vacant positions, etc.).

- Q:** My unit supervisor told us that our unit will be closing in six months. Is this considered to be official notice of position elimination?
- A:** No. Your official notice must be given to you 28 days prior to the date that the layoff/position elimination will take place.
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Official Notice

- Q:** My Employer phoned me at home to let me know that my position has been eliminated. Is this considered to be official notice?
- A:** No. Your Employer must notify you in person, by registered mail or by courier.
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- Q:** I am on maternity leave/WCB/LOA/sick leave/STD/LTD. When can my Employer give me notice of position elimination or layoff?
- A:** Your Employer can give you notice only when you notify the Employer of your readiness to return to work.
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Bumping/Displacement

Decisions

Q: What is the first thing I should do when I receive a notice of position elimination or layoff?

A: Contact your Local Executive or Labour Relations Advisor. The Employer will provide you with copies of the seniority list and a vacancy report.

Q: What are my options if I receive a notice of position elimination or layoff?

A: If you have twenty-four or more months of seniority, you can take a vacant position, bump into a position held by an Employee with less seniority or elect layoff with recall rights. Where there is more than one Employee on the unit/office with an equivalent FTE, shift pattern and length of shift to that of the selected position, the Employee will bump the least senior of such Employees. If you have less than twenty-four months of seniority, the Employer will place you in a position for which you have the ability to perform the work.

The Employer is obligated to provide you with the information you need in order to make an informed decision. You may request a description of units within a site or program. For example, you may want to know about Mental Health Services within the Edmonton Zone. In which case the Employer should be able to provide you with a listing of each program/unit/office a brief description of what the focus of the area is and where it is located. At that point you may want to request the vacancy list, rotation and seniority list for each area that interests you. In rural areas for example you may want to ask for rotations and seniority for each acute care unit in a 100km radius from your home versus 100km from your work site.

Q: How long do I have to make a decision?

A: You have 72 hours (exclusive of Saturdays, Sundays and Named Holidays) after you receive official notice to notify your Employer of your choice. The 72 hours is effective once you have been given the information necessary to make an informed decision. This means an understanding of the duties of the position, copies of the rotation (with the names of who is in what line) and the seniority list for the area.

Q: Can I bump if I have less than twenty-four months of seniority?

A: No. The bumping provisions of the Collective Agreement are not applicable to Employees with less than twenty-four months seniority. The Employer must place you in a position. Remember that only the most junior Employees can be laid off. While the strict reading of the Collective Agreement states that the Employer has the obligation to place you, often the nurse is given the opportunity to choose a vacancy that they want to be placed into.

Q: What do I do if I have not been able to find a suitable vacancy and I don't want to bump?

A: Notify your Employer of your decision. Your Employer will then place you in a position for which you have the ability to perform the work.

Q: Can I change my mind after notifying the Employer of who I want to bump?

A: UNA believes that the Employer must honour your request to change the position you have identified as long as the Employer has not notified you that your original transfer has been completed.

- Q:** My Employer has denied my request to bump. What should I do?
- A:** Contact your Local Executive or Labour Relations Advisor. You have ten calendar days (exclusive of Saturdays, Sundays and Named Holidays) to grieve the refusal. You have seventy-two hours to pick another position. Advise the Employer in writing that your new selection is without prejudice to the grievance you will be filing.
-

- Q:** Two people with identical seniority dates have identified the same position as the one they want to bump into. Who gets the position?
- A:** Where there is more than one Employee in the bargaining unit with the same seniority date, UNA has placed these Employees in order of seniority utilizing a random selection process. The newly ordered seniority dates will remain with these Employees as long as they remain employed within the bargaining unit.
-

Ability

- Q:** According to the contract I must have the "ability to perform the work" in order to be able to bump into a position. What does "ability to perform the work" mean?
- A:** According to an arbitration decision "an Employee must have an ability to perform as an independently functioning nurse, practicing at least at the entry level as a novice, assuming a period of familiarization. Training is not part of familiarization." Contact your Local Executive or Labour Relations Advisor if you have questions about your particular circumstances.
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Hours Of Work

- Q:** Can I bump into more than one position at the same time?
- A:** No. Employees cannot have more than one employment relationship.
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- Q:** Can I increase or decrease my hours through bumping?
- A:** You may bump anyone with less seniority than you regardless of the number of hours or status (full-time or part-time).
- If you choose to bump into a position with fewer hours when you could have chosen a position with the same number of hours as your current position you will not have recall rights.
-
- Q:** The only positions junior to me are of fewer hours but I don't want to decrease my hours. What should I do?
- A:** Let the Employer place you in a position. This will ensure that you keep your right to be recalled to a position with your current hours.
-

Temporary

- Q:** Can I bump into a temporary position?
- A:** Yes, but UNA advises you to take only permanent positions. Some managerial personnel believe that your employment should be terminated at the end of the temporary term. UNA believes that this is wrong and will file grievances on this issue. Please be aware that you may face an arbitration if you decide to bump into a temporary position.
-

'Specialty' Areas

- Q:** Am I allowed to bump into a 'specialty area'?
- A:** UNA believes that all areas of health care are 'specialty areas'. Nurses are entitled to bump into any area of health care provided they have the "ability to perform the work." [See prior question on 'ability' for a definition of "ability to perform the work"] Arbitrators have found that Employers cannot block certain units/offices from bumping. If true patient care concerns do exist, UNA is willing to discuss the 'phasing in' of any bumps onto any unit/office.
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- Q:** Can RPNs bump anywhere in the hospital?
- A:** The CRPNA has indicated to UNA that RPNs can work anywhere except "they cannot manage labour or deliver a baby autonomously". Thus the question is whether the nurse has the ability to perform the work of a particular position. If your Employer denies a bump by a Registered Psychiatric Nurse, contact your Local Executive or Labour Relations Advisor.
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Bumping Up

- Q:** Can I bump into a 'promotion'?
- A:** No. Staff nurses cannot bump 'up' into a higher paid classification i.e. staff nurses cannot bump into assistant head nurse positions. However an Employee can elect to take a vacant position in a higher rated classification provided they have the ability to perform the work.
-

Meet and Greets

- Q:** Our Employer says that we must attend a meeting on the unit we are interested in. Do we have to attend?
- A:** On occasion an Employer or an Employee may request an informal meet and greet before a decision is made to select a particular unit. These meetings are not structured and are not an interview. This is an opportunity for both parties to ask questions and share information about the area to ensure the area will be a good fit. It is important to work with your Local Executive or Labour Relations Advisor to determine the purpose of the meeting.
-

Orientation

- Q:** Do I get an orientation period to my new unit/office?
- A:** You are entitled to a familiarization period which will vary in length depending on the unit/office.
-

Displacement

- Q:** I've just been notified that I have been displaced by another Employee. What are my rights?
- A:** You have the same rights as a nurse who has received notice of position elimination or layoff.
-

Recall

Who Gets Recalled

Q: How does the Employer decide who is to be recalled?

A: The Employer must offer work to laid-off nurses in order of seniority. Remember that the seniority list is province wide--in other words, it covers all of the nurses working for your Employer and is not dependent on the unit/office that the nurse worked on before being placed on the recall list.

Q: Can I be recalled by another Employer?

A: Yes, you can be recalled by another Employer covered by the Provincial UNA Collective Agreement. You can refuse recall with another Employer without affecting your recall status with your Employer. Recall would be limited to the Employers in the Provincial Collective Agreement, it includes the following Employers: Alberta Health Services, Covenant Health, Lamont Health Care and Bethany Group (Camrose).

Q: Can the Employer post any vacancies while there are nurses on the recall list?

A: Prior to recalling laid off Employees the Employer must post vacancies-these vacancies are restricted to regular Employees. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who has the ability to perform the work. If there are no suitable applicants an Employee will be recalled into the position. If a regular Employee is successful on a vacancy then the position they vacate will be recalled into.

Q: Can casuals work while there are nurses on the recall list?

A: No, work can be offered to a casual unless all of the nurses on the recall list have already refused the shift.

Q: I have more than twenty-four months of seniority but I decided to let the Employer place me in a position. Do I still have the right to recall if the new position has fewer hours than my current position?

A: Yes, you have the right to be recalled.

Q: My Employer recalled me to a temporary position to cover someone on maternity leave. What happens when the position ends?

A: You will be placed on the recall list according to your seniority date.

Notice of Recall

Q: How much advance notice of a recall shift must I be given?

A: There is no minimum length of notice required under the Collective Agreement.

Q: My Employer said that she tried to call me two times for a recall shift. Since no one answered, she gave it to someone else. Shouldn't she have tried harder?

A: Your Employer must make a reasonable attempt to contact you. The number of calls which will satisfy the Employer's obligation will depend upon how much time the Employer has before the beginning of the shift that you recalled into. For example, if the shift starts in two hours, one call may be sufficient. If the shift is in two weeks they would need to call you a number of times.

Length Of Recall Rights

- Q:** How long does my right to be recalled last?
- A:** Your recall rights expire, along with your employment and your seniority rights, if you have not been recalled at all for 12 months since you were laid off. If you have been recalled to any shifts or to a temporary position, your 12 months begins again at the end of the last shift worked. If you are recalled to a position with fewer hours than those specified in your letter of hire, your recall rights will continue indefinitely.
-

Refusing A Recall

- Q:** Can I refuse a recall?
- A:** You can refuse a recall if it is for a period of less than fourteen calendar days. If you refuse a recall of more than fourteen calendar days, you may lose your recall rights.
- You can refuse recall with another Employer without affecting your recall status with your Employer.
- You can refuse recall to a position with a greater FTE than your previous position without losing recall rights as long as there is another Employee on recall who accepts the vacancy.
- You can refuse recall to a position at another site without losing recall rights except at the site to which the recall was refused.
-

Benefits On Recall

- Q:** What happens to my prepaid health benefits while I'm on recall?
- A:** Your Employer will make a payment for its share of the full premium of your usual benefits for the first three months after you have been laid off. Arrangements will be made for you to pay your 25% portion of benefit premiums. For benefit

coverage after three months you may make prior arrangements for payment of the full premiums of your benefits. Your Employer will assist you with this.

- Q:** What happens if I become ill or get injured while on recall?
- A:** UNA takes the position that your right to sick leave is determined on the date you become ill. If you have not been recalled to a position on the date you become ill, you may be entitled to EI sick benefits. If you have only been partially recalled to a position with a lower FTE, your sick and disability benefits will be calculated based on the FTE you are in at the time.
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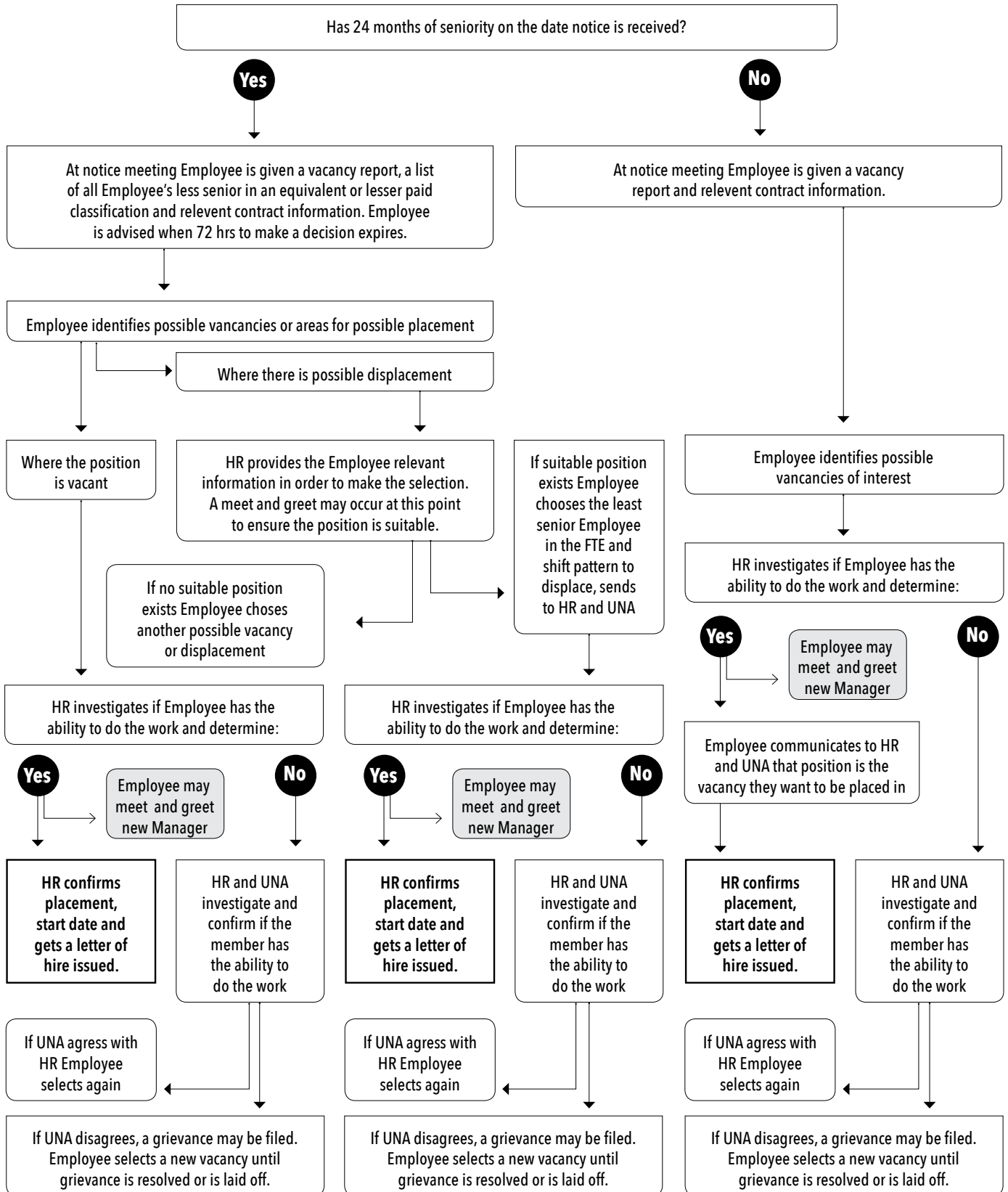
Vacation

- Q:** Can I take vacation while I'm on the recall list?
- A:** If you plan to go away while you are on recall, advise your Employer of a telephone number or address where you can be reached. Remember: If the Employer calls you to return to work, you must return to work no later than five days after the notification.
- Article 15 does not provide Employees with a right to access vacation credits while they are on the recall list.
-
- Q:** I've been recalled to a 6 month temporary position. Can I take my vacation during those 6 months?
- A:** Yes.
-

Seniority

- Q:** What happens to my seniority accrual while I'm on layoff/recall?
- A:** Your seniority date is unaffected by layoff/recall unless you have not worked a shift for more than 12 months.
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Process when an Employee receives notice of position elimination/layoff



UNA Internal Process for Layoff/Position Elimination

Step 1: UNA is made aware that there may be layoff/position eliminations

Step 2: Meeting set with UNA Local(s), LRA(s) and operational managers. Depending on what information is available at the meeting there may need to be a follow-up meeting scheduled. Possible discussion points for the meeting are:

- Is this a workforce reduction or a position elimination
 - If it is a position elimination, old and new job descriptions should be made available.
 - If it is a workforce reduction a copy of the current rotation and seniority list should be made available.
- How many Employees are going to be affected
- What areas are affected
- Discuss the relative seniority of affected Employees, how many will have less than or greater than 24 months on the date 28 days notice is given.
- Discuss the geographic area/sites that affected Employees will likely be looking to for vacancies and displacement.
 - Employees will be given a vacancy list and if they have greater than 24 months seniority a list of all Employees who are less senior in the same or a lesser paid classification. This list will be based on the geographic area/site discussed in the meeting. [The Employee may still choose to ask for vacancies or areas outside the area previously discussed. This will be made clear to them at the layoff meeting.]
- Are there temporary Employees and will they be given notice their positions are ending; if yes, when
- Are there Employees on leave of absence and if so what type of leave and when are the expected return to work dates.
- What is the timing of the anticipated changes and when will 28 days notice be given
- When are vacancies going to be frozen
- What will the process be to communicate new vacancies as they become available
- Communication strategies, who will alert the Employees as to when the initial meetings will be, development of a contact sheet with the names, numbers and emails of the HR and UNA contacts. What form of communication is acceptable; fax, email, in writing, registered mail.
- Discuss the 72 hour notice period, that 72 hours cannot start until an Employee has the information needed to make an informed decision.
- Discuss the difference between a possible meet and greet vs. an interview along with the timing of when those meetings will occur.

- Discuss what will happen in the event there is a dispute over ability to do the work, e.g., grievance. Who will have the authority to resolve the issue, what the Employees options are while the dispute is underway.
- Agree to a displacement process such as:
 - HR will notify the Manager and the Union of a displacement
 - HR, the Manager, and the Union will agree on a meeting time/date to give the Employee their 28 day notice and 72 hour notice. The manager should be given UNA contact information (name, phone number and email)
- The Manager will notify the Employee and verbally inform them their position has been displaced and advise them when the formal meeting will take place. Ideally the Employee should have at least 48 hours from being verbally informed of the displacement until the formal notice meeting occurs. The Manager will give the Employee UNA contact information
- HR will endeavour to populate and share with UNA the Layoff Tracking Sheet found in Appendix III attached.

Step 3: UNA attends meeting with affected staff. Has time to privately advise Employees on rights and process. The exact date when 28 days notice will be given should be shared at this meeting. UNA shares with each Employee a copy of the process map for Employees, Appendix I. Appendix III has a form that can be used by Local Executives or Labour Relations Advisors to keep track of each layoff meeting that is conducted.

Step 4: UNA attends notice meetings with each Employee. Advise rights as per vacancies, displacement and recall. Advise Employee that if interest exists in areas other than those provided to please let HR and UNA know so that the seniority list and vacancy report can be regenerated to include the other areas.

Step 5: When the Employee makes a selection (vacancy, displacement or recall), it is sent to HR, we ask that it also be forwarded to UNA. If only HR receives the selection they should be notifying UNA as soon as possible.

Step 6: Once a selection is made, HR has to investigate whether or not the Employee has the ability to do the work of the position that is chosen. Ability to do the work is assumed to be after an Employee has been given reasonable orientation, training and familiarization. It is not expected an Employee would have to hit the floor running. Factors that may impact an Employees ability to do the work are:

- The requirement to have specialized certification or academic requirement which the Employer has always enforced as a prerequisite to be considered eligible for hire.
- The requirement to meet a genuine minimum standard. For example; the area has maintained and can demonstrate that an Employee must have five years related experience to work in the area.

- Where the selected area has already reached a certain saturation point of inexperienced staff, there may need to be a staggered entry of new staff so that everyone can receive proper training and familiarization/orientation.

Note: If the Employee has the ability to do the work the Employee and Manager may agree to have a meet and greet. A meet and greet is not an interview. It is an opportunity for the Employee to ask questions about the role, the unit, program or office and generally to see if the position will be a good fit.

Step 7: The Employee receives notification that their selection has been accepted and a transfer date is confirmed. If a Employee chooses to displace or take a vacancy into another Local, a message should be sent to the receiving local outlining, who the person is, what unit, program or office the person is going into, when the transfer will occur and if they are displacing, the name of the person being displaced.

Step 8: The LRA completes a Position Elimination Form (possibly electronically), Appendix VI.

Layoff Meeting

DAY	MONTH	YEAR
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Member: _____ Seniority Date: _____ Current FTE: _____

Notice Letter - 28 day notice effective date: _____

72 hour notice date given: _____

72 hour notice deadline: _____

Reason for Layoff : _____

Notes: _____

UNA Highlights/Checklist:

- Confidential _____
- FTE _____
- Layoff/Recall _____
- # of Choices _____
- Vacation _____
- Temp lines _____
- Rotations _____
- Programs/Areas _____
- Vacancies +/- _____
- Info Delay _____

Transfer Information:

- FTE _____
- Unit _____
- Site _____
- Effective Date _____

Appendix IV

Layoff Tracking Sheet

EE Name				
Appointment date				
HR Adv.				
ID				
EE Email				
Cur				
Sen. Date				
Union				
Class				
FTE				
Site				
Bump				
Cur				
Date of 28 days				
72 Hr Notice Start Date				
Extension Due Date & Time				
Reply				
Bumping or Vacancy				
Receiving Dept				
New Site				
Rec. Pos				
Receiving Manager				
Confirmation of Selection				
Meet and Greet				
Meet and Greet Success (Y/N)				
Confirmation letter of Transfer Letter and date				
Transfer date				
Name of EE Bumped				
Comments				

UNA Provincial Collective Agreement

April 1, 2010 -March 31, 2013

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing; and
- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause
- provided there was no break in the Employee's service for longer than six months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions. For "at" Employees the selection to occur within the unit, for "at or out of" Employees the selection to occur within the program and site. This provision shall not be used to change from the standard workday to the extended workday (or *vice versa*); and
- (ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions. For "at" Employees the selection to occur within the unit, for "at or out of" Employees the selection to occur within the program and site. For Employees in temporary positions, this provision shall not be used to change from the standard workday to the extended workday (or *vice versa*);
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
- (c) **layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and**
- (d) approval of vacation times.

12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:

- (a) when an Employee resigns;
- (b) **upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or**
- (c) **if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.**

12.04 **Seniority Lists**

(a) *Provision of Seniority Lists*

Seniority lists shall be provided by the Employer to the Union:

- (i) within three months of date of signing of this Collective Agreement, and
- (ii) every six months thereafter, and
- (iii) **when Employees have been served a notice pursuant to the provisions of Article 15: Layoff and Recall.**

(b) *Contents of Seniority Lists*

Two separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order, along with each Employee's FTE and classification. A secondary list shall identify the name and seniority date of each Regular and Temporary Employee, grouped according to their home site and unit.

(c) *Correction of Seniority Lists*

The Union or Local may question or grieve any inaccuracy within three months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a Casual Employee.

(d) Where an Employee claims previous service under Article 12.01(b)(ii), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

- 12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from an excluded position and when employment in the excluded position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.
- 12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the administrative and operational complexities arising out of the application of this Article in a province-wide bargaining unit. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- 15.02 **Notice**
- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to four weeks pay in lieu thereof shall be paid to affected Employees.

15.03 **Order of Layoff**

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Local of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
- (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely

affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

15.06 No new Employees shall be hired while there are other Employees on layoff with the Employer as long as laid off Employees can perform the work required.

15.07 An Employee on layoff shall have the right to accept recall to another UNA certified bargaining unit or Employer covered by the Multi-Employer/United Nurses of Alberta Collective Agreement located within the same geographical health region where the Employee's site is located. This shall apply when the receiving Employer is unable to fill the position through the operation of Articles 15.05 or 15.10. The Employee shall have the right to decline recall to a position with another Employer without adversely affecting the Employee's recall status with her or his current Employer.

15.08 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three months premium.
- (b) Employees laid off for more than three months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.09 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call/Call Back, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.
- 15.10
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five calendar days of posting. Employment competitions posted pursuant to Article 15.10(a) shall be limited to Regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
 - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.10.
 - (d) Applications pursuant to Article 15.10(a) shall be made to the Employer in writing.
 - (e) In making promotions and transfers pursuant to Article 15.10(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
 - (f) Where there is:
 - (i) a vacancy resulting from an appointment under 15.10(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 15.10(a),recalls shall be carried out in accordance with Article 15.05.
 - (g) The name of the Employee appointed pursuant to Article 15.10(e) shall be posted for not less than eight calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five working days of the appointment.
- 15.11 Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed up to 15.5 hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work

with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

ARTICLE 44: MOBILITY

44.01 Sites

- (a) All Employees will work either “at” a designated site, or “at or out of” a designated site.
- (b) Multi-site Employees established under Article 44.03 will work “at”, or “at or out of”, more than one designated site, but one of those sites must be designated as their home site.
- (c) Employees under this Collective Agreement, for so long as they remain Employees and regardless of their work location, will remain under the control and direction of the Employer.
- (d) The Employer may establish new sites, or close existing sites.

44.02 “At or out of” Positions

- (a) An “at or out of” position is one where the Employee is required in the regular course of their duties to perform work at more than one site on an unscheduled basis or to perform the Employee’s duties at locations other than Employer sites where the Employer deems it appropriate because either:
 - (i) Services are best delivered at places other than sites operated by the Employer, including schools, patients’ homes, places of business, etc.; or
 - (ii) the Service requires specialist Employees or involves a specialized or specific medical Service which, due to insufficient demand at one location, is best delivered by the same Employees working “at or out of” a site or sites on an irregular basis.
- (b) All programs previously considered as “community nursing” fall within and are examples of the description above.
- (c) “At or out of” Employees will not be assigned to work at sites to do the work that has been routinely done by Employees working at that site. That is, their work will be for the purpose the position was created. These positions will not be utilized for scheduling relief or staff replacement. Float positions created under Article 44.06 are not “at or out of” positions.
- (d) **An Employee given a notice of change in position from an “at” a site position (whether single site or multi-site) to an “at or out of” a site position may accept the new “at or out of” position or decline the “at or**

out of” position transfer and exercise rights under Article 15: Layoff and Recall.

44.03 **Multi-site Positions**

- (a) A multi-site position is one where the Employees are required to work routinely and on a scheduled basis “at” or “at or out of” more than one site.
- (b) The Employer may create new multi-site positions where necessary either because:
 - (i) they require specialist Employees; or
 - (ii) they involve specialized or specific medical Services which, due to insufficient demand at one location, are best delivered by the same Employees working at more than one site on a regularly scheduled basis.
- (c) The norm will continue to be that most Employees will continue to be employed in single site positions.
- (d) If the Employer establishes a multi-site position, it shall prepare a description of the position, the locations involved and the reason why the position needs to be a multi-site position.

It will provide the Local with:

- (i) the description of the position and the rationale for its creation;
 - (ii) the locations involved and the designated home site;
 - (iii) the proposed implementation date;
 - (iv) whether it is a new position; and
 - (v) whether it results in the elimination of one or more existing positions.
- (e) If the Employer creates new multi-site positions that result in the elimination of existing positions, then the Employer, in consultation with the Union and the Employees, will determine the willingness of the incumbent Employees to accept the new multi-site positions. Those positions will be filled by the transfer of willing qualified incumbents in order of seniority.
 - (f) **Any Employee whose position is eliminated as the result of the creation of a new multi-site position who is not transferred to a new multi-site position will receive a notice under Article 15: Layoff and Recall.**

- (g) Any new multi-site positions not filled by the processes in Article 44.03(d) and (e) will be filled by job posting.
- (h) If the Local, within ten days of receiving the description of a new multi-site position, objects that it is an inappropriate situation to create a multi-site position, the Local may direct that issue to the Relocation Committee for resolution. The submissions to the Relocation Committee shall include the Local's reasons why the creation of the position is inappropriate.
- (i) In determining whether a multi-site position is appropriate, the Relocation Committee will consider the type and scope of multi-site positions previously agreed to, the description of the purpose of such positions in this Agreement, and the changing nature of the delivery of health care Services.
- (j) For the purposes of Article 7: Hours of Work and Scheduling Provisions, Article 30: Part-time, Temporary and Casual Employees, and Article 37: Extended Work Day, the Employee's Shift schedules shall include the sites other than the home site.
- (k) **An Employee given a notice of a change in the position from an "at" a site position to a multi-site position may accept the move, accept the Employee's rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the move and ask that it be reviewed by the Employer and, failing resolution within five days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.**
- (l) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain, whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.
- (m) The Employer will provide the Relocation Committee and the Local with the information about the willingness and ability of other Employees to relocate prior to the next meeting of the Relocation Committee.
- (n) The Relocation Committee will decide whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for her to be required to accept the multi-site position in accordance with the Employer's notice after considering:
 - (i) The Employee's interests in remaining at a single workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;

- (ii) The degree to which the Service requires or depends upon the Employee's particular skills, abilities and training;
 - (iii) The availability of other persons able and willing to take the multi-site position; and
 - (iv) Any earlier relocations the Employee experienced that compound the effect of the disruption on her personal circumstances.
- (o) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the multi-site position in place of the Employee raising objections, it may direct that the multi-site position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of the Employee's position.
- (p) **If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the transfer, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.**

44.04 Permanent Service Relocation

- (a) **Employees given a notice of permanent relocation of their positions to a location over 50 kilometres from their home site may accept the transfer or decline the transfer and exercise their rights under Article 15: Layoff and Recall.**
- (b) **Employees given a notice of permanent relocation due to Service relocation to a location under 50 kilometres from their home site may accept the relocation, accept their rights under Article 15: Layoff and Recall except the right to displace other Employees, or object to the transfer, and ask that it be reviewed by the Employer and, failing resolution within five days, by the Relocation Committee. An Employee's objection must state in writing the reasons upon which the Employee objects to the relocation.**
- (c) The Employee, upon giving an objection, and the Employer, upon receiving that Employee's objection, will ascertain whether there are other Employees able to accept the relocation in place of the objecting Employee, whether they are willing to do so, and whether the objecting Employee is willing and suitable to take that other Employee's place in lieu of the Employee's position.

- (d) Each will provide the Relocation Committee and the Local with the information regarding the willingness and ability of volunteers to take the position prior to the next meeting of the Relocation Committee.
- (e) The Relocation Committee will decide, prior to the Employee's relocation, whether the personal circumstances of the Employee revealed in the objection are such that is not reasonable for the Employee to be required to relocate in accordance with the Employer's notice after considering:
 - (i) the Employee's interests in remaining at the Employee's existing workplace including significant transportation difficulties, family circumstances and similar personal interests or significant professional interests;
 - (ii) the degree to which the relocating Service requires or depends upon the Employee's particular skills, abilities and training;
 - (iii) the availability of other persons able and willing to take the position; and
 - (iv) any earlier relocations the Employee experienced that compounds the effect of the disruption on that Employee's personal circumstances or cumulatively results in the Employee being moved in excess of 50 kilometres from the Employee's original location.
- (f) If the Relocation Committee finds that there is a suitable qualified volunteer willing to accept the position in place of the Employee raising objections to relocation, it may direct that the position be given to that volunteer in place of the objecting Employee provided the objecting Employee is willing and suitable to take that volunteer's place in lieu of their position.
- (g) **If no suitable volunteer is available and if, after considering the circumstances, the Relocation Committee finds that the Employee's interests outweigh the Employer's interests in making the relocation, the Employee will as a result be entitled to exercise full Article 15: Layoff and Recall rights.**

44.05 **Temporary Transfers**

- (a) **Meetings**

Employees may be assigned to attend meetings at another site.

- (b) **Orientation**

New Employees may be assigned to attend orientation at another site to support centralized or standardized delivery or space issues. This shall not replace site specific space orientation.

(c) **Relocations due to Renovations or Facility or Equipment Maintenance or Failure**

If renovations or facility or equipment maintenance or failure require a temporary transfer of all or part of a unit/program to another site, the following procedures will apply:

If the relocation is anticipated to last for less than 150 days and is for less than 50 kilometres, the Employer may transfer the Employees. In other situations, the decision about which Employees will relocate temporarily will be made as follows:

- (i) Employees from the Service being temporarily relocated will be asked to volunteer to relocate.
- (ii) If fewer Employees than required volunteer to relocate temporarily, then the governing Service Relocation provisions shall apply. An Employee laid off due to this provision shall not forfeit recall rights by refusing recalls to other than the position from which the Employee was laid off.
- (iii) If more Employees than required volunteer to relocate temporarily, the most senior Employees shall have the right to relocate temporarily, provided they have the ability to perform the work.
The Employer must provide Employees transferred under this provision with any necessary orientation.

Employees' FTEs will not change due to a temporary transfer under this provision.

Employees transferred under this provision may, for the duration of the transfer, be integrated into the operations and rotations of the receiving site.

Employees will return to the sending site once the need for the relocation is over.

Temporary locations under this Article shall last no more than two years unless the Local agrees to extend that period.

(d) **Education and Skills Maintenance**

The Employer may assign Employees to work at more than one site for educational and skills maintenance purposes.

For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five days duration, the Employer will wherever possible provide the Employee with 12 weeks notice and in no

event will the period of notice be reduced below three weeks without the Local's consent.

Where an Employee is assigned to another site for skills maintenance purposes because the necessary work environment or patient contact can only be provided at that other site and only at times that are unpredictable and not amenable to substantial advanced notice (for example because they depend upon the presence of certain types or volumes of patients), the Employee will be given reasonable notice in the circumstances.

For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks notice, or any shorter period of notice agreed to be the Local.

Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two such assignments within a 12 month period without the Local's consent.

The Employer will not transfer an Employee to a location more than 50 kilometres from their home site under this provision without the Local's consent, which will not be unreasonably withheld.

The Employer shall endeavor to offer staff in similar circumstances similar opportunities to attend other sites for education or skills maintenance.

This clause will not be used for the purposes of regularly scheduling Employees across sites on an ongoing basis or for operational convenience unrelated to the skills maintenance involved.

The Employer will give Employees assigned to another site a reasonable period of site orientation commensurate with their duties at that site.

(e) **Emergency Circumstances**

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could have been or can still be taken to deal with the circumstances.

Employees from any site may be assigned to work at any site to provide assistance in emergency circumstances.

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling Employees at that site to work overtime. The ability

or necessity to compel overtime neither proves nor disproves emergency circumstances. The parties recognize that the decision should be made in the best interests of patient care, that the relative costs are not a factor in themselves and that there are times when requiring mandatory overtime may itself create stresses on Employees and safety concerns that outweigh the stresses and concerns caused by relocation.

The Employer will notify the Union forthwith at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

The Employer shall reimburse Employees for all reasonable, necessary and substantiated additional accommodation and transportation costs for traveling between sites including parking if not otherwise provided.

44.06 **Designated Float Positions**

- (a) The Employer may post designated float positions. A float position is one that may be scheduled in any site designated in the posting, not to exceed three sites, the furthest two sites being no more than 100 kilometres apart, for the following purposes:
 - (i) Coverage for sick leave;
 - (ii) Coverage for vacation;
 - (iii) Coverage for approved leave of absence;
 - (iv) Coverage for educational programs;
 - (v) Coverage for those on skills maintenance;
 - (vi) Surges in workload;
 - (vii) Coverage for unanticipated absences.
- (b) The FTE total for designated float positions must not exceed 3% of the Employer's total FTEs worked by Part-time and Full-time Regular Employees.
- (c) One of the sites at which the Employee floats shall be designated as the Employee's home site.
- (d) The Employer will post schedules for float positions in accordance with Article 7: Hours of Work and Scheduling Provisions and Article 37: Extended Work Day in each specified site. The schedules will show the applicable site for all hours worked. Change of site for a Shift prior to the commencement of the Shift will not activate the Shift change penalty.

- (e) Where an Employee is required to move between sites after a Shift has commenced, travel time will be part of the normal daily hours of work.
- (f) Overtime for float Employees will be paid in accordance with Article 8: Overtime and any Extended Work Day Agreement recognizing total hours worked in all specified sites.
- (g) The Employer will provide Article 11.03 orientation at the Employee's home site and a reasonable orientation to each of the other designated sites.
- (h) The Article 13: Evaluations and Personnel File yearly evaluation will be done by the supervisor at the home site.
- (i) **There will be no layoffs as a result of the use of float positions.**

44.07 **Volunteers for Temporary Assignments**

- (a) The Employer may seek and post for Regular Employees willing to take temporary transfers to provide relief for persons absent due to the following circumstances:
 - (i) Sick leave;
 - (ii) Vacation;
 - (iii) Approved leave of absence;
 - (iv) Educational programs;
 - (v) Skills maintenance.
- (b) The Employer will indicate and postings will designate the site (or sites in the case of multi-site positions) involved, and any necessary qualifications. The posting may either specify anticipated dates of the temporary vacancy, or may seek an expression of willingness to accept such a position at some future date.
- (c) This will not be used for temporary positions which must be posted under Article 14.02.

44.08 **Relocation Committee**

- (a) There shall be a Joint Standing Committee on relocation issues. ("the Relocation Committee").
- (b) The Relocation Committee will consist of an equal number of nominees from the Employers and the Union. The committee may sit in panels as directed by the Umpire and any panel may exercise the full powers of the committee. Panels of the committee shall consist of three people from the Union and three

from the Employers. Panels of the Relocation Committee will meet, as the need arises, on questions of work assignment.

- (c) The Umpire and any alternate umpires on work assignments shall be appointed jointly by the parties, from three names submitted by the Union and three names submitted by the Employers. The initial Umpire will be Mr. Jay Spark. The initial Alternate Umpire will be Ms. Donna Neumann.
- (d) The agenda will consist of such items that the Collective Agreement allows to be dealt with by the committee. All such matters properly submitted will automatically be placed on the agenda for the next Relocation Committee meeting.
- (e) The Relocation Committee shall meet as necessary and at least monthly and attempt to resolve the issues in dispute under the guidance of the umpire.
- (f) If the Relocation Committee is not able to settle the matter within ten days after the Umpire's commencement of discussions between the parties, either party may refer the matter to the Umpire for decision.
- (g) The Umpire shall encourage the parties to reach a consensual resolution of each issue, but failing that, will issue a final and binding decision based on the Umpire's meetings with the Committee within ten days of the matter being referred to the Umpire.
- (h) The Relocation Committee and the Umpire may hear submissions from any person it believes may assist the committee or the Umpire in arriving at a decision. The Committee and the Umpire shall proceed informally. If questions of procedure arise that cannot be resolved consensually, the Umpire will settle the process to be followed.
- (i) At any time an Umpire decides a matter, the Umpire will consider the same factors as the Relocation Committee.
- (j) The costs of the Umpire will be shared equally between the parties.



Tracking Form: **Position Eliminations**

DAY	MONTH	YEAR

Name of LRA: _____ Local: _____

Type of Unit or Program _____

Is this a facility based unit or program? Yes No If Yes please identify Site: _____

If No please use "Site" column below to identify site associated with each position eliminated

Position Elimination			
Site <small>(non facility Based Programs/services)</small>	FTE <small>(List by position)</small>	Notification Date	Reason Given

Of the positions eliminated, how many were held by members with less than 2 years seniority? _____

Are these position eliminations associated with a full unit closure? Yes No

If Yes, how many beds are being closed? _____

If No are these position eliminations associated with a reduction of beds on a unit? Yes No

If Yes, how many? _____

Prior to notification of position elimination, were there vacancies in this unit or program? Yes No

If Yes, are any of these vacancies being eliminated? Yes No How many? _____

Other Comments:

Directions:

1. Fill out one form per unit/service or program
2. Email form to Vanessa (vruth@una.ab.ca) & COPY Judith (jgrossman@una.ab.ca)

