

# MEDIATOR'S REPORT

Appendix 2





**IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT**

**BETWEEN:**

**UNITED NURSES OF ALBERTA  
(THE “UNION”)**

**AND**

**ALBERTA HEALTH SERVICES, COVENANT HEALTH, LAMONT HEALTH CARE, THE  
BETHANY GROUP (CAMROSE)  
(THE “EMPLOYER”)**

**MEDIATOR’S REPORT OF LYLE KANEE, Q.C.**

**December 21, 2021**

## MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

### INTRODUCTION

[1] The Collective Agreement governing these parties expired on March 31, 2020. The parties began negotiations for a renewal collective agreement in January 2020. Negotiations were paused in March, 2020 due to the Covid-19 pandemic and resumed remotely in July 2021. I was invited to assist the parties with their negotiations in early September, 2021. I was formally appointed mediator under Section 65(2) of the Alberta *Labour Relations Code* (the *Code*) on September 20, 2021 in respect to the dispute involving Alberta Health Services and on October 20, 2021 in respect to the dispute involving Covenant Health.

[2] Throughout the negotiation and mediation process, the parties worked diligently to rationally explore their interests on all outstanding issues. To the credit of both negotiation teams and their spokespersons, significant progress was made during our discussions. They have resolved, in principle, the vast majority of those issues. A list of the resolved issues is attached as **Appendix A** to this report. Those issues are resolved on the basis the parties reach an all-encompassing agreement.

[3] Despite the parties' best efforts, a number of issues remain outstanding. At the request of the parties, I have exercised my authority under s.65(6) of the *Code* and prepared my own recommendations for resolution of the remaining outstanding issues for consideration by the parties

[4] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer a recommendation that reflects a compromise that has a reasonable chance of acceptance by both sides. I ask only that the parties give these recommendations the same thoughtful reflection they have given issues throughout the mediation process.

## RECOMMENDATIONS

### *A. Lump Sum Payment*

#### LETTER OF UNDERSTANDING #11 RE: LUMP SUM CONVERSION

The parties agree as follows:

1. The lump sum payment provided for in Letter of Understanding #11 of the 2017-2020 Collective Agreement shall be eliminated effective the day before the Date of Ratification.
2. Effective as of the Date of Ratification a salary increase of 2% shall be implemented for all classifications.
3. Employees will be entitled to a final lump sum payment, the amount of which shall be \$875 prorated for the period from October 1, 2021 up to and including the day before the Date of Ratification:
  - (a) Full Time Employees shall receive the prorated amount on the first pay day following the pay period which includes the Date of Ratification.
  - (b) Part Time and Casual Employees shall receive the prorated amount on the first pay day following the pay period which includes the Date of Ratification, prorated to their regular hours actually worked between October 1 and the day before the Date of Ratification.
3. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
  - (a) Leaves of absence for Union and Local business;
  - (b) Other leaves of absence of one (1) month or less;
  - (c) Time on sick leave with pay;
  - (d) Absences while receiving Workers’ Compensation;
  - (e) Educational leave up to 24 months; and
  - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
4. Employees who commenced employment or change their employment category between October 1, 2021 and the Date of Ratification shall have their entitlement prorated.

5. The payment will be administered in accordance with the Joint statement issued by the parties November 2015.

### ***B. Salary Adjustments***

|                            |                                  |                          |
|----------------------------|----------------------------------|--------------------------|
| <b>Salary Adjustments:</b> | ▪ April 1, 2020                  | 0%                       |
|                            | ▪ October 1, 2021                | 1%                       |
|                            | ▪ Effective Date of Ratification | 2% (Lump Sum Conversion) |
|                            | ▪ September 1, 2022              | 1.25%                    |
|                            | ▪ April 1, 2023                  | 2.00%                    |

### ***C. Lump Sum in Recognition of Covid-19 Response***

**LOU NEW  
LUMP SUM PAYMENT – RECOGNITION FOR SERVICES RENDERED DURING THE  
COVID-19 RESPONSE**

1. On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment “regular hours actually worked” includes:
  - (a) Leaves of absence for Union and Local business;
  - (b) Other leaves of absence of one (1) month or less;
  - (c) Time on sick leave with pay;
  - (d) Absences while receiving Workers’ Compensation;
  - (e) Educational leave up to 24 months; and
  - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
3. The payment will be administered in accordance with the Joint statement issued by the parties November 2015, except that all overtime hours and all time spent in self isolation (paid or unpaid) as a result of potential or actual COVID-19 exposure will also be included.

**D. Articles 14, 15, Letter of Understanding #1, and Letter of Understanding- New**

**ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES**

- 14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than 10 calendar days in advance of making an appointment. Each vacancy shall be given a posting number. Multiple identical vacancies may be posted under one (1) posting number. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
- (i) a general description of the work;
  - (ii) whether the position is an at a site position or an at or out of a site position;
  - (iii) the home site and other sites if the position is a multi-site position;
  - (iv) the unit **or units** (if applicable) and program.
  - (v) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and
  - (vi) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.
  - (vii) For temporary positions, the notice of vacancy shall also indicate the expected term.
- These may only be altered through the operation of the Collective Agreement.
- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

- (f) **The Employer retains the right to create positions that entail regularly working on more than one (1) unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. This does not preclude the Employer from requiring an Employee to “float” to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.**

14.10 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) date of hire and transfer (if applicable);
- (e) increment level; ~~and~~
- (f) the site or sites the person will work “at”, or “at or out of”, as the case may be; **and**
- (g) **the unit or units (if applicable) and program.**

These shall not be altered except by the operation of the provisions of this Collective Agreement.

## **ARTICLE 15: LAYOFF AND RECALL**

### **(Not Applicable to Temporary Employees)**

- 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.
- (c) **Workplace reorganization that results in the movement, merger or division, of a unit or part of a unit within a Site shall not constitute a position elimination provided there are no other substantial changes to the Employee's position. In the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee's position.**

#### 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 (4) 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 (1) 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 and is within a radius of 50 kilometers from the current site (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 are 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 and is within a radius of 50 kilometres from the current site; 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 the Employee 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 (5) 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 the Employee's 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 (3) months premium.
- (b) Employees laid off for more than three (3) 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 Duty/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 10 calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five (5) 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 (8) calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five (5) 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.

## **LETTER OF UNDERSTANDING #1**

### **RE: UNIT**

WHEREAS the parties agree that patient and Employee safety is of mutual importance to the Employer, the Union and the Local; and

WHEREAS the physical design, staffing patterns, and patient needs differ amongst Alberta units and sites; and

1. The Employer shall provide the Union with a list of areas in each site that the Employer has designated as a unit for the purposes of application of Articles 16.02 and 34.04. Such list shall be provided to the Union no later than six months following the date of ratification.
2. If the Union identifies any concerns:
  - (a) regarding Employee safety relative to the application of Article 34.04; or
  - (b) regarding patient/resident/client safety, or the unit administration relative to Article 16; or

- (c) where the Employer has not designated as a unit or part of a unit, then an Ad-hoc Committee, not exceeding eight (8) , of equal numbers appointed by the Employer and the Union shall be established and shall address such concerns.
3. Failing resolution of the dispute between the parties pursuant to #2 above, the Union may advance the dispute within 30 days of response to Arbitration in accordance with this Collective Agreement.
  4. In hearing the dispute pursuant to #3 above, the Arbitrator shall consider whether the designation of a unit is appropriate in the circumstances in order to satisfy the requirements of Article 16.02 and Article 34.04. **The parties agree that notices of vacancy posted pursuant to Article 14.01 and offer letters issued pursuant 14.10 are not factors for consideration when determining whether the designation of a unit is appropriate.**
  5. Should the Arbitrator find that the Employer's designation of a unit is inappropriate, the matter shall be returned to the parties for a period of 30 days during which the Employer and the Union will attempt to again resolve the matter.
  6. Should the parties fail to resolve the matter within the 30 day period, the Arbitrator shall render a decision in this regard.
  7. Should the Employer alter the designation of a unit during the term of this agreement, the Union shall be so notified in writing and the provisions of Sections #2 through #7 in the Letter of Understanding shall apply to the altered designation.

### LOU #NEW

#### Implementation of Article 14.10(g)

**The parties agree Article 14.10 (g) shall be implemented no later than 120 days following the date of ratification. Furthermore, the amendment to Article 14.10 (g) does not require the Employer to issue updated letters of hire or transfer to existing employees to replace letters of hire issued prior to the implementation of 14.10 (g). In the event of a dispute related to an Employee's unit or units (if applicable) and program or letters of hire, the parties will utilize the provisions of the Collective Agreement and past jurisprudence.**

**E. Article 37****ARTICLE 37: EXTENDED WORK DAY**

37.01 (a) Where the Employer and the Local agree to implement a system employing extended working days and a resultant compressed work week, they shall evidence such agreement by signing a document indicating:

- (i) applicable nursing unit;
- (ii) applicable positions; and
- (iii) applicable extended work day option.

Such list may be amended from time to time by agreement of the Employer and the Local.

- (b) Agreements referred to in Article 37.01(a) may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.
  - (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.
  - (d) The Employer, the Union and the Local acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- 37.02 Two (2) optional extended work day scheduling systems are available which may be applied upon mutual agreement pursuant to Article 37.01(a). Where Option I or Option II is applied, the relevant provisions of Article 7: Hours of Work and Scheduling Provisions, and 30: Part-time, Temporary and Casual Employees shall be amended as follows:

**Option I: 11.08 Hour Extended Work Day**

(A) Amend Article 7.01(a) in its entirety to read:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 11.08 hours per day;
  - (ii) be 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

- (iii) not exceed 12.25 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

(B) Amend Article 7.01(b) in its entirety to read:

7.01 (b) Regular hours of work shall be deemed to:

- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of 30 or 35 minutes each, the alternative to be applied by the Employer. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 35 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(C) Amend Article 7.02(d), (e), (f), (g), (h) and (i) to read:

7.02 (d) The Shift patterns which may be available are:

- (i) permanent days;
- (ii) permanent nights (only by request of Employee);
- (iii) nights and days rotation.

An application in response to a position posted with Shift pattern (ii) constitutes an Employee request for the purposes of this section.

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(iii) which begins with night Shifts. Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

- (e) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.



- (e.1) An Employee who has requested to work Shift pattern (ii) and has done so for at least 12 months, may give the Employer notice that they wish to re-assert their Article 7.02(f) rights (“to revert”). Upon receiving such notice, the Employer shall post a Shift schedule within 12 weeks of receiving such a request. Where multiple requests to revert are received, the Employer will not be required to revise the schedule more than once in any 12 month period commencing with the initial request to revert. Upon receiving a request to revert, the Employer shall provide all other Employees included on the schedule working patterns (ii), regardless of how long they have worked in those Shift patterns, notice of the request to determine if they also wish to revert commencing with the next posted Shift schedule.
- (f) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) at least two (2) consecutive days of rest per week;
  - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. **Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement;** and

(iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.

(v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

(h) Does not apply.

(i) Violation of any provision of Article 37.02 Option I(C) 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(D) Amend Article 30.01(a): 7.01(a)(i) to read:

30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(E) Amend Article 30.01(b): 7.02(g) to read:

30.01(b) 7.02 (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

(i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;

(ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 22 in a six (6) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;

- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. **Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement;** and
- (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

#### **Option II: 9.75 Hour Extended Work Day**

(A) Amend Article 7.01(a) to read:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) be a consecutive time period of 9.75 hours per day; and
  - (ii) be 37.05 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(B) Amend Article 7.01(b) in its entirety to read:

- 7.01 (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and

- (ii) exclude, as scheduled by the Employer, one (1) meal period of 30 minutes. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(C) Amend Article 7.02(g), (h) and (i) to read:

- 7.02 (g)
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) at least two (2) consecutive days of rest per week;
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. **Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement;** and
  - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
  - (v) Where possible, one (1) weekend in four (4) shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (h) Does not apply.
- (i) Violation of any provision of Article 37.02 Option II(C) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(D) Amend Article 30.01(a): 7.01(a)(i) to read:

30.01(a) 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 37.05 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(E) Amend Article 30.01(b) 7.02(g) to read:

30.01(b) 7.02(g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
- (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 16 in a five (5) week period. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. **Employees shall not be scheduled to work more than two consecutive weekends unless it is not possible to assign available Shifts using only Regular Employees within the scheduling provisions contained in this Collective Agreement;** and
- (iv) not more than four (4) consecutive extended Shifts, nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.

**F. Letter of Understanding #12**

**LETTER OF UNDERSTANDING #12**  
**RE: NO REDUCTION OF NURSING HOURS**

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, 2016 and March 31, 2017** (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.

**CONCLUSION**

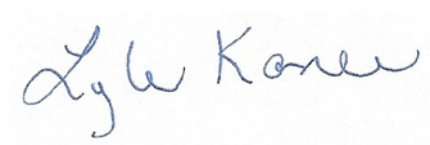
[5] Except as set out above or in Appendix A (which forms part of my recommendations), I recommend “current agreement”.

[6] By agreement of the parties, I have not addressed “Local Conditions”.

[7] In accordance with s.65(6) of the *Code*, the parties shall have until January 18, 2022 to accept or reject these recommendations.

**Dated December 21, 2021**

**Respectfully Submitted,**



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Lyle S. R. Kanee, Q.C.

## APPENDIX A

### AHS/UNA NEGOTIATIONS Articles and Letters of Understanding Agreed to by the Parties

| Article # | Article Title  |
|-----------|--|
| 1         | Term   |
| 2         | Definitions  |
| 3         | Recognition  |
| 4         | Management Rights  |
| 5         | Dues, Deductions, and Union Business                         |
| 6         | No Discrimination  |
| 8         | Overtime   |
| 10        | Transportation   |
| 11        | Probationary Period and Orientation                          |
| 12        | Seniority  |
| 13        | Evaluations and Personnel File                               |
| 16        | Responsibility Allowance, Temporary Assignment and In Charge |
| 17        | Vacations with Pay   |
| 18        | Named Holidays   |
| 19        | Sick Leave   |
| 20        | Workers' Compensation  |
| 21        | Employee Benefits  |
| 22        | Leaves of Absence  |
| 23        | Discipline, Dismissal and Resignation                        |
| 24        | No Strike or Lockout   |
| 25        | Salaries   |
| 26        | Educational Allowance  |
| 27        | Recognition of Previous Experience                           |
| 28        | Shift Differential and Weekend Premium                       |
| 29        | Pension Plan   |
| 30        | Part Time Temporary and Casual Employees                     |
| 31        | Copies of the Collective Agreement                           |
| 32        | Dispute Resolution Process                                   |
| 33        | Compensation Errors  |
| 34        | Occupational Health and Safety                               |
| 36        | Professional Responsibility                                  |
| 38        | Technological Change   |
| 39        | Job Description and Classification                           |
| 40        | Committee Participation                                      |

|              |  |
|--------------|--|
| 41           | Ambulance Duty   |
| 42           | Employment Insurance Premium Reductions                  |
| 43           | Subsistence and Camp Allowance                           |
| 44           | Mobility   |
| <b>LOU #</b> | <b>LOU Title</b>   |
| 2            | Re: Charge Designation Review Committee                  |
| 3            | Re: In-Charge Designation for More than 1 Unit           |
| 4            | Re: Transfer of Programs                                 |
| 5            | Re: Deferred Salary Plan                                 |
| 6            | Joint Committee  |
| 7            | Retention and Recruitment Initiatives                    |
| 8            | Combined Positions                                       |
| 9            | Merger or Division of Units                              |
| 10           | Scheduling   |
| 11           | Lump Sum Payment (Deleted)                               |
| 13           | Employees with Multiple Employment Relationships         |
| 14           | Severance  |
| 15           | Duty to Accommodate                                      |
| 16           | Grandfathering of Employees at Certain Sites             |
| 17           | Non-HBTA Benefit Plans                                   |
| 18           | Prepaid Benefits   |
| 19           | Professional Responsibility                              |
| 20           | Job Security (Deleted)                                   |
| 21           | Maximum Length of Shift Cycles                           |
| 22           | Extended Work Day Option                                 |
| NEW          | Living Donor Wage Replacement                            |
| NEW          | Information Sharing                                      |
| NEW          | Alternate Extended Work Day Option                       |
| NEW          | Overtime Banks for the Fiscal Year Ending March 31, 2022 |
| NEW          | Trial of Modified Posting Provisions                     |
| NEW          | Arbitration Coordination Meetings                        |
| NEW          | Rural Capacity Investment Fund                           |
| NEW          | Provincial Workload Advisory Committee                   |
| NEW          | Lump Sum Conversion                                      |