

TENTATIVE AGREEMENT REACHED BETWEEN AUPE AND ALBERTA HEALTH SERVICES

LOCALS 041, 043, 044, 045, 046

SUMMARY OF AMENDMENTS TO COLLECTIVE AGREEMENT

Following meetings on Sept. 25 and 26 at AUPE headquarters in Edmonton, your bargaining committee reached a three-year tentative agreement, from April 1, 2017 to March 31, 2020, with Alberta Health Services.

Your committee is recommending acceptance of this agreement.

Negotiations over the past year-and-a-half with the employer have been challenging, but through it all, your committee pushed hard for a collective agreement that reflects your worth and respects you for the important work you do every day to provide the best quality health care to all Albertans.

WAGES

One of the biggest challenges was dealing with the “zero mandate” on wages brought forward by the employer. AHS was unwavering on this mandate, and while this tentative agreement includes wage freezes for 2017 and 2018, we’re pleased to go to a wage reopener in January 2019, before any other health-care union in the province.

Your committee feels there is mounting economic evidence to warrant a wage increase and we will push hard to achieve that early next year.

LANGUAGE IMPROVEMENTS

We’re pleased to report this tentative agreement does include groundbreaking language that will improve and protect your work life.

This agreement includes the best job security language we’ve ever negotiated with AHS. These provisions will protect your job against any contracting out and guarantees you will not lose your Full Time Equivalent for the life of the agreement. This language is enshrined in the agreement and cannot be changed, regardless of which political party is in power.

We have also achieved benefits that treat us with greater equity among other bargaining units within AHS, gender-neutral language, and updates to the Leave of Absence language that will allow for domestic violence, citizenship ceremony and other leaves.

The agreement also sees an increase to the health flex spending account, from \$1,000 to \$1,100; an increase to banked overtime and a workload appeal process, which gives members the ability to address ongoing workload issues.

Recent changes to Occupational Health and Safety and Employment Standards laws have also been applied to our collective agreement.

VOTING

While your committee is recommending members vote in favour of this tentative agreement, ultimately the choice is yours. By voting in the ratification process outlined below, you can have your say. Please vote.

If you vote in favour, this tentative agreement will take effect. If you vote against, we will be at a stalemate. It will mean we continue to negotiate the Essential Services Agreement (ESA), which is needed before a strike or employer lockout can occur. That could take months, or longer. Once an ESA is reached the bargaining committee could call a strike vote.

A no vote could also mean we enter voluntary mediation, which means AHS and AUPE would both have to agree to participate. There would be no pressure to agree to anything in mediation, and any gains we achieved over that last year-and-a-half of bargaining could be lost.

Your bargaining committee thanks you for the patience, support and participation you’ve shown throughout the bargaining process.

Please do not hesitate to contact a member of your bargaining committee with any questions you may have on the tentative agreement.

AHS NURSING CARE BARGAINING TEAM MEMBERS

Local 041

Myrna Wright
Catherine Sivasankar

Local 043

Judy Fader
Marylou Savic

Local 044

Brenda Bailer
Marg Miller

Local 045

Brenda Marks
Angela Smyth

Local 046

Dolly Osterlund
Sandy Kyle

TERM OF AGREEMENT April 1, 2017 to March 31, 2020

MONETARY

2017 – no wage adjustment

2018 – no wage adjustment

2019 – wage reopener negotiations.

AUPE and AHS will negotiate wage increases to take effect on April 1, 2019. These negotiations will occur between January 15 and March 31. This is the same timeline agreed to for General Support Services, which will undertake a parallel process, making AUPE the first health-care union go through the wage reopener process.

If the parties are unable to reach a negotiated agreement, it will be referred to third-party independent binding arbitration. We will have the ability to apply for arbitration by March 31, 2019 and arbitration would be held no later than June 30, 2019. Any increase would be retroactive to April 1, 2019.

OTHER MONETARY IMPROVEMENTS

OVERTIME

Article 13: Both full-time and part-time employees will again be able to bank overtime at 2 times the basic rate of pay up to 38.75 hours at any given time.

BENEFITS

Nursing care employees move closer to parity on benefits with other groups of AHS employees:

- **Article 24:** Dental coverage will be based on the Usual and Customary Dental Fee Guide. This represents a significant improvement to dental coverage because it is based on a 12-month average of what dentists are actually charging. Most dentists don't follow the voluntary fee guide and frequently charge significantly more, so the Usual and Customary coverage will result in greater reimbursements on claims submitted.
- **LOU 7:** Flex spending account increased by \$100 to \$1,100/year, effective January 1, 2019.
- **LOU D (NEW):** Supplementary Health Plan Improvements Effective April 1, 2019: 100% coverage for CPAP device; increased hearing aid coverage to a maximum of \$500 every 24 months; coverage for physiotherapist, chiropractor, and podiatrist increased to \$35 per visit to a maximum of \$700 per year; coverage for chartered psychologist, Masters of Social Work and Certified Addictions/Drug Counsellor increased to \$50 per visit to a maximum of \$700 per year Effective Sept. 1, 2018: improved diabetic supplies coverage including flash glucose monitoring e.g. FreeStyle Libre)

NAMED HOLIDAYS FOR PART-TIME EMPLOYEES

- In line with recent changes to Employment Standards, part-time employees will be paid 5% of their basic rate of pay in lieu of paid holidays.

IMPROVED RIGHTS AND LANGUAGE

JOB SECURITY

- **LOU A (NEW):** Employment Security (Operational Restructuring) Nursing Care members are guaranteed that there will be no involuntary loss of employment or reduction of full-time equivalency (FTE) until March 30, 2020.

WORKLOAD

- **LOU B (NEW):** Workload Appeal Process
Members dealing with ongoing workload concerns will have a new appeal process with clear timelines to advance concerns up to the Senior Operating/Program Officer level.

BULLYING, HARASSMENT AND WORKPLACE VIOLENCE

- **Article 6:** Respectful Workplace/No Discrimination
Expanded in line with changes to Occupational Health and Safety legislation, including timelines for the employer to respond to allegations of workplace harassment and discrimination.

RESOLUTION OF CONCERNS AND DISCLOSURE OF INFORMATION

- **Article 37:** Grievance Procedure
Amended to include that every effort should be made to resolve problems at the local level prior to going to written grievance and to share all relevant information in order to have a meaningful discussion.

NEW LEAVES

- **Article 27:** Leaves of Absence
Updated in line with recent changes to Employment Standards legislation to include new types of leaves and/or amend the length of the leave:
 - Maternity (including pregnancies other than those that resulting in a live birth)
 - Parental (including adoption)
 - Caregiver
 - Compassionate/Terminal Care
 - Critical Illness
 - Death or disappearance of a child
 - Citizenship ceremony
 - Military leave
 - Domestic Violence – Goes beyond minimum Employment Standards rules by allowing members to access all applicable leaves (e.g. sick time, court leave, etc.) before utilizing up to 10 unpaid days of domestic violence leave

JOINT TASK FORCE

- **LOU 6:** Auxiliary Nursing Care Task Force
This joint union employer committee will provide a new venue to collaboratively address organization-wide issues and concerns.

GENDER NEUTRAL LANGUAGE

- Any references to gendered pronouns (he, she, her, him, etc.) in the collective agreement will be replaced with they/them/their as appropriate. This provides for a more inclusive collective agreement by avoiding making assumptions about how people describe their own gender.

COPIES OF COLLECTIVE AGREEMENT

- **Article 3:** Union Recognition
The employer will provide access to an electronic copy of the collective agreement on Insite (AHS internal staff network) and **hard copies on request.**

**For more information, please contact
your Local Bargaining Team Member**

**AHS NURSING CARE
BARGAINING TEAM MEMBERS:**

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PLEASE SEE IMPORTANT VOTING INFORMATION ON BACK PAGE.

Please review the entire tentative agreement at www.aupe.org/ahsnc

Due to high demand on AUPE's mailroom because of multiple tentative agreements, ballot packages will begin to be mailed to nursing care members the week of October 22.

Please make sure you cast your vote!

We want to hear from you.

VOTING

- 1) Your ballot package includes one ballot and one postage-paid return envelope.
- 2) **Mark only one box on your ballot and do not write additional comments.** Ballots that are marked inappropriately will be deemed spoiled and will not be counted.
- 3) All ballots must be received by AUPE Headquarters in the postage-paid return envelope by noon on **November 27, 2018**. Ballots will be counted on **November 28, 2018**.
- 4) The outcome will be determined by the majority (in favour or against) of all returned ballots.