

BARGAINING UPDATE



ALBERTA HEALTH SERVICES (AHS) LOCALS 041, 043, 044, 045 & 046 - NURSING CARE

Informal mediation comes to successful conclusion

Negotiating team recommends acceptance

As we reported last week, your negotiating team entered voluntary mediation with the employer and we met for three days, from March 4 to 6, 2022. We are happy to report that we were able to come to agreement on all but two issues: the wage rollbacks the employer was seeking for Orthopedic Technicians and the Long Service Increment, which the employer proposed would apply to only Licensed Practical Nurses (LPNs). The parties agreed to allow the mediator to resolve these outstanding items.

In the end, the mediator recommended that the Orthopedic Technician concession be withdrawn by the employer and provided the Long Service Increment to all employees rather than just LPNs.

You will recall the massive concessions the employer tabled when we began bargaining in February 2020. The agreement that you will vote on has no concessions and contains significant improvements, which is why your negotiating team is recommending you vote "Yes" on acceptance. We have posted the entire proposed agreement here so that you can review it prior to the ratification vote.

In the meantime, here are the highlights:
Term of Collective Agreement: 4 years (April 1, 2020 - March 31, 2024)

MONETARY IMPROVEMENTS

Wage increases (All on the grid)

- April 1, 2020 – 0%
- October 1, 2021 – 1% (retroactive)
- September 1, 2022 – 1.25%
- April 1, 2023 – 2%
- April 1, 2023 – 2% - Long Service Increment for all employees with 20 or more years of service.
- Total – 6.25%

Lump Sum Pandemic Pay (not on the grid)

- 1% Lump Sum - Pandemic Pay for all hours worked from January 1, 2021 to December 31, 2021.

Supplementary Healthcare Improvements

- Psychological Benefits - \$700 increased to \$3000 with no per visit cap, nor a limit on number of visits.
- Compression Socks.

Flexible Spending Account

Remains at \$1,100 per year.

Rural Capacity Investment Fund

\$4.2Million/Fiscal year starting April 1, 2023

Article 43 - Casual Professional Fees

Article 43 – Casual Employees are entitled to receive Professional Fees and as of April

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AUPE Negotiating Team – AHS Nursing Care

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1, 2023, the threshold drops from 809 hours 720 hours threshold.

Article 19 – Call In

- a. Where Employees work pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next scheduled shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next scheduled shift, without loss of earnings.
- b. The Employee in the above situation shall advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

Article 23 – Vacation

23.04 ...Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation schedule planner...

23.04 (e) An Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

Article 25 - Sick Leave

If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be **neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) working day. If the absence is longer than two (2) hours, the whole period of absence shall be** charged against their accumulated sick leave.

Article 24 – Benefit Plans

Short Term Disability Elimination Period dropped from fourteen (14) days to seven (7) days.

NON-MONETARY CHANGES

Article 8 – Probationary Period/Orientation

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 3/4) hours worked, exclusive of training **and up to sixty (60) hours of paid orientation as per Article 8.02**, for each period of continuous employment not interrupted by termination or dismissal. The Employer shall provide a written evaluation of each probationary Employee at least once during the Employee's probationary period.

Article 11 – Appointments, Transfers and Vacancies

- 11.02(d) Upon an Employee's request, the Employer will provide an unsuccessful candidate who has been interviewed with constructive feedback on their interview.

Article 33 - Discipline and Dismissal (b) In advance of the investigation meeting, the Employer will disclose the nature of the concern or complaint.

(b)(c) Where circumstances permit, the Employer shall schedule an **investigation meeting or** disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee **may has the right to** be accompanied by a representative of the Union.

Article 37 – Grievance Procedure

- The Employer representative hearing the grievance must be different at each step.

Letter of Understanding #6 – Auxiliary Nursing Care Task Force

- Committee is now 13 members – Employer 6 – AUPE – 6 and an independent third party. The new position on the task force will be a member of the current bargaining committee as selected by the current bargaining Committee.
- Three Items are added to the Task Force Mandate: Documentation of learned

lessons from the pandemic, Evaluation of the new Optional Consequential Internal Vacancy Process, **Reviewing scope of practice changes to regulated classifications**, and Looking at issues raised about the HCA classification, certification and enrolment on the HCA Directory.

Letter of Understanding #18 – Workload Appeal Process

- Workload concern period is lowered from ninety (90) days to sixty (60) days.

New Letter of Understanding – Information Sharing

- **On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category: Notices of Vacancy, Voluntary Turnover/Termination for the bargaining unit.**

New Letter of Understanding - Optional Consequential Internal Vacancy Process

- This is a new process that would permit the employer to use one competition to fill a vacant position as well as any vacancy that is consequential.

Every member will receive a ratification package by mail. Please ensure that we have your accurate address on file if you have recently moved. You can update your information here. You will need to know your AUPE Member ID number. If you don't know it, please contact the Members Resource Centre at 1-800-232-7284.

It's been two long years on a whole lot of levels and your negotiating team wants to thank you for your patience and solidarity. When the employer tabled its insulting proposal back in February 2020, we told you we would not accept concessions. We held true to our word. Whether it's on the worksite, or at the bargaining table, we're always stronger when we stand together.

If you have any questions about the mediated settlement, please reach out to a member of your negotiating team.