

Bargaining Update: January 22, 2010

Following the May 15, 2008 merger of Alberta's health regions into the single authority of Alberta Health Services, the Alberta Labour Relations Board set out four province-wide bargaining units. These units are to represent direct nursing care or instruction, paramedical professional or technical services, auxiliary nursing care, and general support services. AUPE represents the latter two bargaining units.

The Alberta Labour Relations Board also ordered the union to begin transition talks with the employer to amalgamate the separate General Support Services agreements into a single receiving agreement. The collective agreement for AUPE Local 054 has served as the starting point for discussions between the union and employer.

Representatives from AUPE Locals 054, 056, 057, and 095 have signed off on a large number of Articles and Letters of Understanding in GSS transition meetings with representatives from Alberta Health Services.

The General Support Services Transitional Bargaining team held meetings with the employer on 27 days from August to January, with scheduled dates for Feb 1, and 2.

The outstanding issues at this point are classification system province wide, classification appeal process and the salary appendix.

The following articles in the receiving agreement for the new, province-wide General Support Services bargaining unit have been signed off by the employer and the transitional bargaining team:

(Reference the Local 54 Collective agreement as you read the update)

General Support Transitional Bargaining by Article

Article 1- Definitions	Amended	At conclusion of temporary assignment employee shall revert to previous position. Clearer definition of site. Definition of employer and Local.
Article 2.- Terms of Agreement	Amended	Change Capital Health to Alberta Health Services. Expiry date of Transitional agreement – March 2011

Article 3- Application	Amended	Addition of clause- When a difference arises out of the provision contained within in the Collective Agreement and the subject matter is covered by the Employers policies, regulations, guidelines or directives, the Collective Agreement shall supersede the policies, regulations, guidelines and directives.
Article 4 – Negotiations	Current	
Article 5- Management Rights	Current	
Article 6- Union Recognition	Amended	Addition of clause – Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
Article 7- Union Membership and Payment of Dues	Current	
Article 8 – Do Discrimination	Current	
Article 9 – Union Stewards	Current	
Article 10 – Grievance Procedure	Amended	AHS to deliver to Union’s Regional Office
Article 11- Discipline, Dismissal and Termination	Amended	An employee shall be given a copy of documents in his HR file pertaining to a difference of a grievance. An employee may be charged for copies if more than one request in 12 months. The Employer shall endeavour to provide the employee with 24 hour notice of the disciplinary interview in order to arrange the attendance of a union steward.
Article 12 – EMAC	Amended	Time spent in meetings of this Committee (inclusive of travel time) during an Employee’s scheduled working hours shall be considered time worked and the basic rate of pay will be paid to such Employees. Where applicable, an employee shall be entitled to claim travel time expenses in accordance with Article 41 Transportation and Subsistence.
Article 13- Health and Safety	Amended	Where applicable, an employee shall be entitled to claim travel time expenses in accordance with Article 41 Transportation and Subsistence.
Article 14 – Bulletin Boards	Current	

Article 15- Supply of uniforms	Current	
Article 16- Probation	Amended	Continuous service as a Temporary and Causal employee shall be counted towards the probationary period.
Article 17 – Seniority	Amended	Removal of dates reflecting Bill 27 transition. Transitional issues detailed in LOU
Article 18 – Lay off and Recall	Amended	Lay off- the parties will also discuss the impact to employees on approved Leave of Absence, WCB, SRD and LTD. Additional of within a fifty Km radius for available vacancies, or displacement during lay off or recall.
Article 19 – Job Opportunities	Amended	Successful applicant list to be provided electronically to union and posted on site.
Article 20 – Promotions and Transfers	Current	
Article 21 – Acting Incumbents	Amended	In facilities management, an employee designated to a lead hand classification where there is no Lead \hand \classification shall be paid a premium of \$1.25 per hour
Article 22- Reclassification	Outstanding	Union- proposes a third party dispute mechanism for resolution of transitional classification issues
Article 23 –Hours of Work	Amended	23.03 (c) notwithstanding Article 23.03 (a) employees working in patient clinics in cancer care, with evening services shall have at least 12 hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed by the parties. 23.06 d (i) if an employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the employee at overtime rates. 23.07 (b) except in cases of emergency, if, in the course of a posted schedule, the Employer changes the employees scheduled start time and or end time with less than 48 hours notice, she shall be paid at 2 times her basic rate of pay for all hours worked outside of the originally scheduled hours.

Article 24 – Extended Hours of Work	Amended	<p>24.02 b (ii) not be greater than twelve (12) hours per shift, and shall be equivalent to forty (40) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand eighty eight (2088) hours per year. h (i) scheduled replaced with worked and h (ii) for employees other than those listed in 24.02 (c) and (e), exclude a meal period of not less than thirty (30) minutes for each period of five (5) hours to be scheduled by the employer. A full time employee who works on a named holiday shall be paid for all hours worked on the Named Holiday at one point five times (1.5X) the basic rate of pay plus:</p> <ul style="list-style-type: none"> (i) one regular days pay; or (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before of after the holiday; or (iii) by mutual agreement, a day added to his next annual vacation (iv) where applicable, an employee shall receive compensating time off at his basic rate of pay for all hours worked in excess of their normal daily hours on a named Holiday
Article 25 – Overtime	Amended	<p>25.01 Should a situation arise where an employee is unable to have overtime approval in advance, payment for the hours worked in accordance with this article shall not be unreasonably denied.</p> <p>25.10 added for employees working a modified work day, time worked in excess of the daily hours for the non standard work day. 25.11 added any time worked in excess of eight hours per day for Power Engineers, Plant Operators, or Maintenance Worker IV's who are scheduled to work a regular eight hour shift in a plant operation.</p> <p>Any time worked in excess of the daily hours for employees who are scheduled to work a modified hours work day (d) any time worked when the total of hours exceeds the two week total hours of work assigned to that position i.e. seventy hours, seventy five hours, seventy seven point five hours or eighty hours</p>

Article 26 – On Call Duty	Current	
Article 27 – Call Back	Amended	Addition of 27.04- When an employee is consulted by telephone and has been a) assigned to on call duty and authorized by the Employer to handle the job-related matters without returning to the place of work; or b0 designated by the Employer to handle job-related matters without returning to the work place; The Employee shall be paid at the applicable rate of pay...
Article 28 – Reporting Pay	Current	
Article 29 – Shift and Weekend Premium	Current	
Article 30- Named Holidays	Current	
Article 31 – Annual Vacation	Amended	In circumstances where the Employer sets an Employees vacation period with less than 30 calendar days notice, and the Employee disputes such decision, the Employee shall discuss the matter with their immediate supervisor who is not within the Scope of this Collective Agreement in accordance with Article 10.04. If the matter is not resolved, the Employee may commence their grievance directly to step III within 10 days of the date the employee was notified of the scheduling of their vacation period.
Article 32 – Sick Leave	Current	
Article 33- Worker Compensation	Current	
Article 34 – Pre Paid health Benefits	Amended	Under review- employer is proposing one standard plan for all general support staff. LOU for Committee to move to Standard Plan
Article 35 – Leave of Absence	Amended	35.03 (a) i- addition of same sex relationship in bereavement article. 35.04 (c) change from masculine tense in parental leave to employee.
Article 36 – Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees		Under Review – consequential amendments required.
Article 37 – Altitude and Hazard Differential	Current	

Article 38 – Pension Plan	Current	
Article 39 – Camp Allowance	Current	
Article 40 – Salaries	Amended	PT Employees salary increment language – same as full time.
Article 41 – Travel and Subsistence	Amended	As per Alberta Health Services Policy
Article 42 – Subrogation	Delete	

Letters of Understanding

- Transitional Provisions – Deals with all transitional issues as it relates to each Article – on going not signed.
- Systems Transitions Provisions – Deals with when systems will handle transitions

Agreed to and or signed.

- Implementation Probation
- Classifications Referred to Labour Relations Board (former capital)
- Additional Classifications referred to the Labour Relations Board
- Red Circled Employees
- Sick Leave Conversion (former Capital)
- Sick Leave for Long Service Royal Alexandra Employees)
- Teleworking Agreement
- Ten Months Positions in Schools
- Mutual Agreement to Adjust FTEs
- Recognition of Previous Experience (former Capital)
- Educational Opportunities Surgical Processors Training Program (former Capital)
The employer agrees to pay the employee at the basic rate of pay of the Surgical Processor Developmental Classification for attendance in the program.
- Classification Review Supply Chain
- Classification Review Laundry
- Classification Review Technical Attendants
- Joint Committee
- Preceptor Pay Unit Clerks and Lab Assistants
- Flexible Health Spending Account
- Apprenticeship Program
- Return Service Commitment- Lab Assistants (former Capital)
- Distribution of Additional Hours
- Maintenance Premium Pay
- Northern Living Allowance- applies only to Peace Country
- Severance and Contracting Out)Calgary Language to include 50 km)
- Multiple Positions- payroll system defined; employees occupying two or more benefit eligible positions shall be eligible to enrol in the Supplementary Health Plan and Dental Plan in one of the positions only. Added: effective 90 days from

the date of the ratification of the collective agreement, an employee holding multiple positions in the same classification but under different payroll systems, shall have their rate of pay adjusted to the higher of the rates of pay in that classification, and the employees anniversary date for the position in which the employees rate of pay has been increased shall change to the date of the increase. Thereafter, the hours worked in each position shall be considered separately in advancing to the next step in the salary schedule.

When a new payroll system is implemented and the employees multiple positions are paid out of the same payroll system, the employees rate of pay for positions held in the same classification shall move to the highest rate earned by the employee in that classification. Only hours worked towards the next increment at the highest rate earned by the employee in the same classifications shall be applied towards the next increment.

- Cleaning Allowance for Employees in Calgary Urban Community Applies to former Calgary health region- This LOU will expire on Dec 31, 2010.
- Terms and Conditions of a 7 hour work day (Calgary)
- Terms and Conditions of a 7 ½ hour work day (Calgary)
- Terms and Conditions of a 8 hour work day (Calgary)
- Grandfathering Provisions for Part-time Employees (Calgary)
- Additional Certification for Tradespersons (Multi Employer)
- Educational Bursaries and Return Service Agreements (Multi Employer)
- Market Supplement for Maintenance, Trades and Power Engineer Positions (Multi Employer) Added: in the event that the rate of pay for the above noted classifications are increases beyond the rates contained in the former Multi Employer /AUPE GSS Collective agreement, the supplementary hourly allowance shall be reduced by the corresponding dollar amount of such increase
- Boot Allowance for employees at the Alberta Mental Health Claresholm Care Centre Applies to Former Calgary Health region- This LOU will expire on Dec 31, 2010.

Outstanding

- Voluntary Exit Program
- Red Circled Employees
- Salaries – into Receiving Agreement