

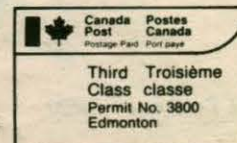
News Bulletin

VOLUME 14 NUMBER 2

UNITED NURSES OF ALBERTA

MARCH/APRIL 1990

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Hospitals Settlement Reached



Members of the Hospitals Negotiating Committee meet with the media after signing the Memorandum of Agreement with the A.H.A.

Three and one-half months after hospital negotiations began, U.N.A.'s Hospitals Negotiating Committee reached Memorandums of Agreement with the Alberta Hospital Association and the Royal Alexandra Hospital.

This is the first time in U.N.A.'s history that the hospital contracts have been settled prior to the expiry date of the current collective agreements. U.N.A. President Heather Smith stated:

"I'm very proud to say that U.N.A. has negotiated the nation's best scheduling provisions. We have made many advancements in articles which have been bones of contention between the U.N.A. and A.H.A. for a decade. It will take some time before we fully appreciate the magnitude of the gains we have won."


The tentative settlements call for wage increases of 19% over the term of the 24-month contracts. An eighth increment which is 3% above the 7th increment has been added. Current rates of \$15.41/hour (start) to \$18.34/hour (top) will rise to \$18.53/hour for a starting nurse and \$22.73/hour at the top rate by November 1, 1991. Some of the major gains in both settlements include:

- a decreased workweek enabling a nurse to spend more time away from her institution. Eight-hour shift workers will receive an additional day of rest every four weeks. Twelve-hour shift workers will receive an additional day of rest every six weeks.

- a definition of a ward or unit to ensure nurses are not working alone
- superior scheduling provisions
- improved access to the institution's Board of Trustees for professional responsibility concerns
- a 50% increase in shift differential
- a 120% increase in weekend premiums
- a 25% increase for in-charge pay
- an increased overtime rate to double time (2X) for all overtime hours worked
- improved disability and dental coverage
- increased educational allowances
- improved vacation entitlement.

The Memorandums of Agreement are subject to ratification by the A.H.A., R.A.H. and U.N.A. U.N.A.'s Hospitals Negotiating Committee is recommending ratification of the proposed agreements.

At the Hospitals Reporting Meeting held in Calgary on March 30, Carmelita Soliman, Chairperson of the Negotiating Committee noted:

"We have not only achieved major monetary gains but we were finally able to achieve an understanding in relation to the definition of a ward or unit—hopefully ensuring that nurses in this province don't have to work alone in an unsafe environment." 



• The ratification vote will be held at UNA locals on Tuesday, May 1.

Letters to the Editor



22 February 1990.

Dear President Smith and Members of the Executive Board:

Thank you for responding to my letter, and for the Board's consideration of this matter.

However, it is not clear to me, from your letter, how the constitutional amendments proposed by the Executive Board and Local 115 could also serve as advance notice for the Constitutional amendments that came from the floor for Articles 5.11 and 5.13 (new).

While the advance notice provided by the Board's and 115's proposals may inform the members of "potential revisions to the U.N.A. Constitution", the advance notice is required to do much more than that.

As Robert's Rules states "The notice should fairly inform the members of the changes contemplated." (Robert's Rules page 496); and "The notice becomes invalid if the motion is amended beyond the scope of the notice." (Robert's Rules page 101)

The only changes contemplated by the Board's and 115's proposals to 5.11 were:

1. authority of the Investigating Committee to mediate the dispute;
2. an appeal at the Annual Meeting;
3. decreasing the number on the Disciplinary Hearing to eleven.

Whereas the constitutional amendment that came from the floor for 5.11 proposed the following changes:

1. time limit for charges to be filed;
2. decreasing the number on the Disciplinary Hearing to eight;
3. authority of the Investigating Committee to mediate a dispute;
4. authority of the Investigating Committee to address concerns regarding the format of the charges;
5. time limit for when the Disciplinary Hearing is to be held.

Of course, neither the Board's nor Local 115's proposal contained any reference to a new article regarding a continuing hearing. However, the constitutional amendment that came from the floor for 5.13 proposes a new article, naming specific people to continue a hearing.

With the exception of the change to Article 5.11 that increases the authority of the Investigating Committee, the proposals from the floor for Article 5.11 and 5.13 (new) either increase the amount of change or introduce new changes which were not contained in the notice to the membership and therefore would be beyond the scope of the notice. (Robert's Rules page 495)

Although I have reviewed Robert's Rules and U.N.A.'s Constitution I can find no provision whereby the requirement for previous notice for one constitutional amendment can be waived because of another constitutional amendment being submitted with the proper notice. The U.N.A. Constitution's Article 15.07, seems to be quite clear in requiring that "all constitutional amendments . . . are to be sent to the Locals at least thirty days prior to the Annual General Meeting."

Therefore, I would appreciate it if you would explain to me how the proposals of the Executive Board and Local 115 to Article 5.11 could also serve as proper notice for the constitutional amendments that came from the floor for Article 5.11 and 5.13 (new).

In Solidarity,

Margaret Ethier

Margaret Ethier
c.c. U.N.A. Newsbulletin

Did You Know

A total of 618,000 work-related injuries took place in Canada in 1988. According to Statistics Canada over 33% of those injuries involved injuries to the back/torso which led to permanent disability/time-lost from work.


Director of Labour Relations Report

by David Harrigan, D.L.R.

This issue of the U.N.A. NewsBulletin is primarily devoted to the tentative hospitals agreement. Your Hospitals Negotiating Committee has worked very hard over the past year and I believe that their efforts have paid off. This is the first time that hospital nurses in this province have reached an agreement prior to the expiry of the current agreement. While this agreement may not provide us with all that we wanted, several major gains have been made in a variety of areas - shift differential, weekend premiums and in-charge designations, as well as the long-standing safety issue of working alone on a ward or unit. The Committee also achieved significant increases in vacation entitlement, professional responsibility, overtime, maternity leave, benefits, and, of course, salary. Perhaps most important is the reduced work week.

For many years, nurses, employers and researchers have been aware that scheduling provisions are the major dissatisfier in the profession of nursing. While terms like "quality of working life" have been bandied about for years, this is the first time that our employers have recognized the real need to make major changes in this area. Since the dawn of the industrial age, all unions have strived for a reduced workweek, and I believe that we can be very proud of the advances U.N.A. made in this round. At the Demand Setting Meeting prior to this round, members clearly indicated to the Negotiating Committee their wishes — **nurses need more time away from the institution and need more take-home pay.** Your committee has been able to achieve this. While it may take some time to adjust, we are confident that this package goes a long way towards resolving the long-standing concerns of U.N.A. members.

On May 1 you will have an opportunity to vote on this package. All members are urged to exercise this right.

It is important for all UNA members to keep in mind, that, although the hospital nurses have settled, there are still several other groups of UNA nurses (health units, Red Cross, Extendercare, and Youville) in negotiations in 1990. U.N.A. stands by the principle that **all nurses** in this province deserve fair and reasonable compensation and working conditions. 

MAY 1 1990

Ratification Vote for HOSPITAL LOCALS

Contact your Local Executive
for the time and location
of your Local's vote.


**Exercise your democratic right
- cast a ballot.**

Red Cross Negotiations

by Lesley Haag, L.R.O.

Negotiations for Red Cross nurses will commence on April 4 and 5, 1990. The nurses have proposed essentially the same changes to the salary and benefit provisions as the hospital nurses sought in their recent round of negotiations with the AHA. In addition, Red Cross nurses seek changes specific to their working conditions such as a provision which will allow for single occupancy accommodations and a guaranteed minimum of 7.5 hours of work per day when they work out of town on overnight mobile clinics.

Further dates for negotiations have been scheduled for April 18-19 and May 9 & 10, 1990.

Members of the negotiating committee include Sheelah Lyttle and Florence Shandre. Lesley Haag is the staff person assigned as chief negotiator for this round of negotiations. 

Health Unit Negotiations

by: Trudy Richardson, L.R.O.

The Health Unit Negotiating Committee is composed of the U.N.A. President, three health unit nurses and a staff person assigned as the negotiator. Linda Whalley from Leduc-Strathcona Health Unit is the chairperson; Liz Markovich from Northeastern Health Unit, and Edna King-Hunter from Wetoka Health Unit are members; Trudy Richardson, Labour Relations Officer is the negotiator; and Heather Smith is an ex officio member of this Committee. This Negotiating Committee is mandated to bargain on behalf of the nine health units represented by U.N.A.

At present seven of the health units (Wetoka, Lethbridge, Vegreville, Big Country, North Eastern, Leduc-Strathcona, and Minburn-Vermilion) are at one bargaining table. We have met these employers for an exchange of proposals and for 4 days of bargaining.

On March 30, the employers tabled a wage offer of a 13.5% increase effective April 1, 1990. This increase would apply to the R.N. rates and the education allowances would be the same as in the current contract. (\$1.12/hr. for DPHN and \$1.50/hr. for BScN). This offer was for a one year contract while U.N.A.'s position is a two year contract.

Additional improvements offered by the employers are:


- shift premium of \$1.50 per hour (current is \$1.00/hr)
 - a new weekend premium of \$1.10/hr.
 - on-call premium of \$1.00/hr (up from 62.5¢/hr).
 - call-back premium of \$30 per call-back (current is \$28)
 - subsistence of \$5.50, \$7.00, \$12.75 for meals (current is \$5.00, \$6.75, \$12.50)
 - transportation 25¢/km for over 400 km (current is 23¢) and 27¢/km for casual use (current is 25¢)
- Outstanding articles include:
- term of the Collective Agreement
 - hours of work (the employers want to open up the hours of community health nurses to 10:00 p.m.)
 - recognition of previous experience
 - salaries
 - benefits
 - transportation
 - subsistence
 - leaves of absence (impassable roads has been a big problem)
 - letters of hire

We meet next with these employers May 2 & 3, 1990.

Alberta West Central Health Unit (AWCHU) is bargaining separately from the "Group of Seven." When the U.N.A. Negotiating Committee meets, a representative of the Local (Wendy Schneider) acts as an observer. U.N.A. has negotiated for three days with the Alberta West Central employer and further dates are scheduled for April 26 and 27. The employer, through its negotiator George Zaharia, has agreed to meet U.N.A.'s demands of common language, where possible, with the "Group of Seven" collective agreement. This has required a great deal of coordination as the Negotiating Committee is actually bargaining the two contracts simultaneously - whatever we agree upon at the AWCHU table will reappear before us at the "Group of Seven" table and vice versa. There are only two articles which are so different between the two agreements that they appear irreconcilable (Sick Leave and Leaves of Absence). Other than those two articles, the two documents may well end up fulfilling UNA's desire for parity between and amongst all our health unit contracts - which is a major priority for this round of negotiations.

The other major priority is parity with hospital salaries and benefits. The employers know that if they wish to achieve an opening up of the hours of work (such that health unit nurses in fact become shift workers) health unit nurses' salaries must be on par with hospital nurses' salaries, and must meet the new hospital provisions in terms of vacations, benefits, and premiums.

The third bargaining table is the Jasper Health Unit - a new U.N.A. Local seeking to achieve a first collective agreement.

This employer is observing at the "Group of Seven" table and will follow that contract as closely as possible. We will negotiate with Jasper after reaching an agreement at the other tables. 

Negotiations '90

Memorandum of Agreement

These are the major changes to the provincial hospitals agreement on which members will be voting on May 1st, 1990. The changes to the Local 33 (Royal Alexandra Hospital) agreement are as per those for the A.H.A. unless otherwise noted. Members from Locals 1 (Calgary General), 2 (Red Deer General), 121 (District #93), 115 (Foothills), 32 (Glenrose), 79 (Edmonton General), 150 (St. Michael's - Edmonton) and 160 (Carston) should contact their local executives for details about articles containing their own local conditions.

Article

1. Term of Agreement

U.N.A./A.H.A.

Two year agreement
April 1, 1990 - March 31, 1992
Retroactivity changed to April 1, 1990

U.N.A./R.A.H.

2. Definitions

Clarification of 'casual nurse' definition.

Addition of 'Undergraduate nurse' definition: "A person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a CGN, GPN, RN or RPN."

3. Recognition

"No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this agreement."

4. Management Rights

No change

Title now "Management Rights and Responsibilities."

5. Dues, Deductions and Union Business

Information provided to the Union will include the amount of dues deducted and the gross earnings of each Employee.

In addition to the UNA bulletin board provided by an Employer, the union may, with mutual agreement between Employer and Union, post information about union activities on other bulletin boards.

The time for the Union's presentation at the orientation of new Employees is increased to 45 minutes from 30 minutes.

6. No Discrimination

The term "political or religious affiliation" is changed to read "political or religious belief."

7. Hours of Work

Effective November 1, 1990, the weekly hours of work will be reduced to 36.81 hours per week averaged over one (1) complete cycle of the shift schedule. This results in one additional day of rest every four weeks for those Employees working 8 hour shifts and one additional day of rest every six weeks for those who work 12 hour shifts. Until then the weekly hours of work remain at 38.75 hours per week.

The current basic scheduling provisions and options remain in effect until, and including, October 31, 1990.

On November 1, 1990, new basic scheduling provisions become effective. Two out of four weekends are off duty, an Employee cannot be scheduled to work for more than two consecutive weekends and can work no more than six consecutive days.

If an Option is implemented, the basic scheduling provisions are amended as per the following:

Employees working Option I will have alternate weekends off duty. One weekend in each four weeks will be an extended weekend. An extended weekend means Saturday and the following Sunday ensuring a minimum of 79 3/4 hours off duty. Employees will work a maximum of one stretch of 7 consecutive days every 4 weeks.

Option II will continue with no changes.

Option III will be deleted as of November 1, 1990.

An Employee will be paid double (2X) her basic rate of pay for: missing a meal or rest period; changes made to her scheduled days off or scheduled shifts without 14 days' notice; and any violation of the scheduling or option provisions.

All days where a full-time Employee is not scheduled to work shall be a day of rest (pursuant to Article 7 and 37).

8. Overtime

All overtime will be paid at double the Employee's basic hourly rate of pay.

A request to carry accumulated overtime beyond December 31 of each year cannot be unreasonably denied by the Employer.

No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24-hour period which begins at the first hour the Employee reports to work.

9. On-Call Duty/Call Back

No Employee can be assigned on-call duty for more than 2 weekends in a 5-week period.

Compensation for on-call duty will be paid at the following rates:

April 1, 1990

\$1.50/hour on a regular workday

\$2.00/hour on a Named Holiday or day of rest.

November 1, 1990

\$1.75/hour on a regular workday

\$2.25/hour on a Named Holiday or day of rest.

An Employee who has not been assigned "on-call duty" who is required to report for work, shall be paid 2X for all hours worked or for 3 hours, whichever is the longer.

10. Transportation

Minor wording change to clarify 'shift'.

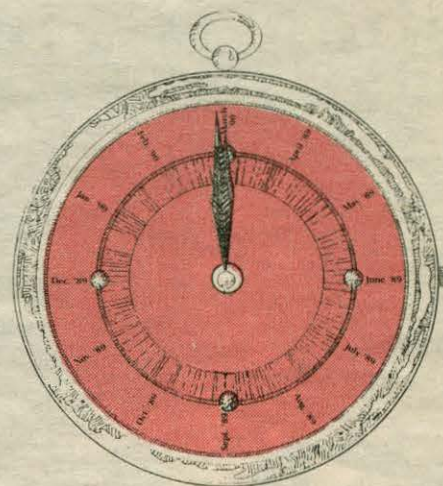
11. Probationary Period

Probationary period length is now stated as 503 3/4 hours (65 shifts x 7.75 hours/shift).

An Employee's first 7 shifts of patient care will be under guidance or supervision (the additional 2 days allow for more complete orientation to policies/procedures).

12. Seniority

The Employer must provide the Union with a seniority list every 6 months and whenever a lay-off or position elimination occurs.



Hospitals Reporting Meeting, Calgary, March 30.



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Hospitals Reporting Meeting, Calgary, March 30.



Heather Smith - President, United Nurses of Alberta.



Carmelita Soliman - Chairperson and North Central District member, Hospitals Negotiating Committee.



Darlene Wallace - North District member, Hospitals Negotiating Committee.



Marilyn Coady - Central District member, Hospitals Negotiating Committee.

13. Evaluations

Evaluations shall be for the purpose of **constructive review** of the **performance** of the Employee.

In addition to the AHA changes: Evaluations will be done by the most immediate supervisor in an excluded position (current AHA wording). Employees will receive 24 hours' notice of an evaluation interview (current AHA wording).

14. Promotions, Transfers and Vacancies

The Union will receive a copy of a job posting within 5 calendar days of the posting.
 Notice of a vacancy must specify the number of hours per shift and shifts per shift cycle which constitute the regular hours of work for that position. The commencement date and shift pattern is included for information purposes only.
 The Union must receive notice of the successful applicant for a job within 5 calendar days of the appointment.
 Length of the trial period is now stated as 325½ hours (42 shifts x 7.75 hours/shift).
 A transferred Employee's first 3 shifts (increased from 2) are to be under guidance/supervision.

If it becomes necessary to reduce the workforce or eliminate positions, the Employer must notify the Employees in person or by courier.

15. Layoff and Recall

Notice of lay-off must be delivered in person or by registered mail.
 Wording changes made to clarify current provisions.

16. Temporary Assignments Pay

"The Employer shall designate a person to be in charge of a ward or unit. Where such person is absent from the ward or unit for a consecutive time period of 2 hours or more, an alternate will be designated in charge."
 In-charge compensation is to be increased to \$1.25/hour from \$1.00/hour.

16.1 Ambulance Duty

Compensation for travel by ambulance beyond a 35-km radius of place of employment will be increased to \$50.00/round trip from \$35.00.

17. Vacations

Requests to carry forward vacation into the next vacation year will not be unreasonably denied.
 Vacation is to be granted in one unbroken period unless the Employee requests to divide her vacation. This request shall not be unreasonably denied.
 Effective the first day of the 1990 vacation year an Employee will earn the following vacation credits:

Vacation entitlement is as per AHA.
 Delete the definition of vacation year.
 All vacation earned must be taken at a mutually agreeable time (currently all vacation earned during one vacation year must be taken during the next).
 A vacation planner will be posted by January 15th of each year. If an Employee submits her vacation request by March 15th the Employer must advise her of approval or disapproval by April 15th.
 Earned vacation may be taken the year it is earned.

- Staff Assis. nurse/head nurse**
 - 1 year - 15 days
 - 2 to 9 years - 20 days
 - 10 to 19 years - 25 days
 - 20 + years - 30 days
- Head Nurse/Instructor**
 - 1 to 9 years - 20 days
 - 10 to 19 years - 25 days
 - 20 + years - 30 days

18. Named Holidays

"Alberta Family Day" is added to the list of Named Holidays.
 The Employer shall not schedule an alternate day off with pay for an Employee who is obliged to work on a Named Holiday until the Employer and Employee have endeavoured to agree on the date of the alternate day off. If there is no mutual agreement within 30 calendar days of the Named Holiday the nurse will receive a day off with pay scheduled adjacent to a day of rest.
 A nurse granted Christmas Day off must be scheduled off on December 24 & 25 or December 25 & 26.
 A nurse granted New Year's Day off must be scheduled off on December 31 & January 1 or January 1 & 2.

'Family Day' is added to the list of Named Holidays.
 A nurse granted Christmas Day off must be scheduled off on December 24 & 25 or December 25 & 26.
 A nurse granted New Year's Day off must be scheduled off on December 31 & January 1 or January 1 & 2.
 Other than as above, current RAH provisions will continue to apply.

19. Sick Leave

Sick leave is no longer restricted during pregnancy.
 An Employee returning from LTD who is able to return to her classification but not capable of performing the duties of her former position will be placed in an existing position for which she is capable of performing the work. The Employee must provide 28 days notice of her readiness to return to work.

Sick leave is no longer restricted during pregnancy. Current RAH provisions apply regarding reinstatement.

20. Workers' Compensation

An Employee returning from WCB who is able to return to her classification but not capable of performing the duties of her former position will be placed in an existing position for which she is capable of performing the work. She must provide 28 days notice of her readiness to return to work.
 An Employee on worker's compensation who has exhausted her sick leave credits is placed on sick leave without pay.

Current RAH Workers' Compensation Article will continue to apply.

21. Prepaid Health Benefits

The AHA will advise UNA of all premium rate changes
 Effective July 1, 1990 the following increases will take place:
Income Replacement
 STD 66 2/3% (from 60%)
 LTD 66 2/3% (from 60%)
Dental Coverage
 Basic 80% (currently 80%)
 Extensive 50% (currently nil)
 Orthodontic 50% (currently nil)

The RAH will advise UNA of all premium rate changes.
 Income Replacement as per AHA changes.
 Current dental provisions remain in effect as below:
Dental Coverage
 Basic 80% or Advantaged Program
 Basic 100%
 Extensive 50%
 Orthodontic 50%

22. Leaves of Absence

Bereavement Leave. Definition of immediate family expanded to include grandchild, step-parent, step-child, step-brother/sister. 'Spouse' shall include common-law and/or same-sex relationship.
 In the event of the death of another relative or close friend, the Employer may grant an Employee up to one working day off with pay for the funeral.
Maternity Leave: Maternity leave is to commence no later than the date of delivery. The restriction of maternity leave to no more than 6 months beyond the delivery date has been removed.
Adoption/Paternity Leave: Leave has been increased to a maximum of 9 months.
Education Leave: Up to 18 months of such leave is to be considered as continuous service for the purpose of salary increments.

In addition to the AHA changes: If disciplinary action includes suspension the disciplinary notice shall specify the time period of the suspension (current AHA wording).

23. Discipline, Dismissal and Resignation

Court Appearance: An Employee will be paid for her court attendance on a day of rest at her hourly rate of pay up to a maximum of her regularly scheduled hours (currently maximum of 7½ hours).
 In the event that an Employee is reported to her licencing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.

24. No Strike or Lockout

No change

25. Salaries

Effective dates of new salary rates changed to April 1, 1990.

26. Educational Allowances

Effective on the date of exchange of ratification notice, allowances will be increased to:

- Clinical course - 35¢
- Active registration in AARN and eligible for PNAA - 35¢
- Course in Nursing Unit Administration - 35¢
- One Year Diploma - 30¢
- Baccalureate Degree - 65¢
- Master's Degree - 85¢

Effective on the date of exchange of ratification notice allowances will be increased to:

- Clinical course (including mid-wife) - 35¢
- Active AARN registration and eligible for PNAA - 35¢
- Course in Nursing Unit Administration - 35¢
- One Year University - 35¢
- Baccalureate Degree - 75¢
- Master's Degree - \$1.00

27. Recognition of Previous Experience

Salary of an Employee with a minimum of 7 years' satisfactory recent nursing experience shall be advanced 7 increments in the salary scale. This is applicable only to Employees hired on or after April 1, 1990.

28. Shift Differential and Weekend Premium

Shift differential is increased to \$1.50/hour. Shift differential is paid for: the entire shift if the majority of the shift falls between 1500 and 0700 hours; each hour worked between 1500 and 0700 hours provided that more than one hour is worked between 1500 and 0700 hours; and on all overtime hours which fall between 1500 and 0700 hours.

Weekend premium is increased to \$1.10/hour for: the entire shift if the majority of the shift falls within a 64-hour period commencing Friday at 1500 hours; each hour worked after 1500 hours on Friday provided that more than 1 hour is worked; and all overtime which falls within a 64-hour period commencing Friday at 1500 hours.

Current RAH wording with AHA rates for shift differential and weekend premium.

29. Pension Plan

Consistent with provincial legislation the minimum number of average weekly hours necessary to allow participation in the LAPP is reduced to 14 hours from 15.

30. Part-time, Temporary and Casual Employees

Changes were made to reflect changes in the main body of the agreement.

Effective November 1, 1990, part-time hours will be less than 36.81 hours per week averaged over one complete cycle of the shift schedule.

Effective November 1, 1990, casual and part-time employees will be entitled to an increment after 1920.75 regular hours worked and then will move up an additional increment for each 1711.50 regular hours worked.

If a part-time Employee volunteers or agrees to work additional days which are not designated days of rest, she will be paid at her basic hourly rate of pay for the first 7¾ hours and thereafter shall be paid at 2X her basic hourly rate for hours worked in excess of 7¾ hours in a day.

If a part-time Employee is required to work without her having agreed or volunteered to do so or on her scheduled day of rest she shall be paid 2X her basic hourly rate for all hours worked.

A part-time Employee will not be obliged to work on at least 2 Named Holidays. In addition she shall be given either Christmas Day or New Year's Day off. (A nurse granted Christmas Day off must be scheduled off duty on December 24 & 25 or December 25 & 26. A nurse granted New Year's Day off must be scheduled off duty on December 31 & January 1 or January 1 & 2).

Part-time and casual Employees will receive 4.8% of their regular earnings in lieu of Named Holidays and the 'Floater' Holiday.

Vacation entitlement earned during 1989 and taken in 1990 will remain in effect and will still be based on calendar days.

Effective on the first day of the 1990 vacation year a part-time Employee will commence earning vacation with pay according to this formula:

$$A \times B = C$$

(A) Hours worked during the vacation year. (Hours worked at the basic rate of pay, sick leave with pay and hours worked on a Named Holiday up to 7¾ hours)

(B) The applicable percentage listed below:

Staff Nurse and AHN

- 1st employment year - 6%
- 2-9 employment years - 8%
- 10-19 employment years - 10%
- 20 + employment years - 12%

Head Nurse and Instructor

- 1-9 employment years - 8%
- 10-19 employment years - 10%
- 20 employment years - 12%

(C) Number of hours of paid vacation time for the subsequent vacation year.

Casual nurses will earn the following additional sums in lieu of vacations with pay effective on the first day of the 1990 vacation year:

- 1-2 employment years - 6%
- 3-14 employment years - 8%
- 15-24 employment years - 10%
- 25 + employment years - 12%

Casual Employees are eligible for Workers' Compensation benefits in accordance with the laws of Alberta.

31. Copies of Collective Agreement

No change

32. Grievance Procedure

No Change

Employees have right to Union representation at a Step I meeting between the Employee and the unit supervisor (current AHA wording).

33. Arbitration

No change

34. Occupational Health and Safety

If an Employee requires a specific titre as a result of or related to her work it shall be provided at no cost.

35. In-Service Programs

The cost of materials and tuition for any compulsory in-service shall be paid by the Employer.

36. Professional Responsibility

"When an item is unresolved for more than 45 calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the PRC may request and shall have the right to present the complaint to the Board of Trustees. The Board of Trustees will then give their reply to the PRC within 14 calendar days."



Pam Liegerot - South Central District member, Hospitals Negotiating Committee.



Diane Poynter - South District member, Hospitals Negotiating Committee.



Barb Surdykowski - Staff Person, Hospitals Negotiating Committee.



David Harrigan - Chief Negotiator, Hospitals Negotiating Committee.



Hospitals Reporting Meeting, Calgary, March 30.



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37. Extended Work Day

Wording changes made to clarify current provisions.

Effective November 1, 1990 regular hours of work for full-time Employees shall be 11.08 consecutive hours (11 hours and 5 minutes) per day, and shall be 36.93 hours/week averaged over 1 complete cycle of the shift schedule.

The regular hours of work will exclude two meal breaks, as scheduled by the Employer, of 30 or 35 minutes each. The meal breaks may be combined by agreement between the Employee and the Employer. Maximum in-hospital hours cannot exceed 12¼ hours per day exclusive of overtime.

When scheduling shifts the Employer shall consider an Employee's request for certain shift schedules.

The available shift patterns are:

- i) Permanent days
- ii) Permanent nights (only by Employee's request)
- iii) Nights and days rotation

Full-time Employees are now entitled to 11 Named Holidays (Family Day included) and a Floater Holiday. Compensation remains at 7¼ hours.

Effective the 1st day of the 1990 vacation year, vacation credits are earned at the following rates:

Staff Nurse/Assis. Head Nurse
1 employment year - 116.25 hours
2-9 employment years - 155 hours
10-19 employment years - 193.75 hours
20 + employment years - 232.5 hours
Head Nurse & Instructor
1-9 employment years - 155 hours
10-19 employment years - 193.75 hours
20 + employment years - 232.5 hours

Shift differential is increased to \$1.50/hour for all hours worked between 1500 and 0700 hours.

A weekend premium of \$1.10/hour will be paid for all hours worked during a 64-hour period beginning at 1500 hours on a Friday.

A part-time Employee who works additional shifts shall be paid 2X for hours worked in excess of her regular daily hours.

A casual Employee is paid overtime rates after 7¼ hours per day unless she is replacing another Employee who is normally scheduled to work an extended work day. She will be paid at 2X her basic hourly rate for those hours worked in excess of the regular daily hours for extended workday workers.

No change

No change

38. Uniforms

39. Job Description

40. Committee Participation

An Employee (or her alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid her basic rate of pay for attendance at meetings.

In addition to the above articles U.N.A. has signed two Letters of Understanding which form part of the collective agreement. One letter involves the definition of a ward or unit and the other refers to the new 8th salary increment.

Ward/Unit

This Letter of Understanding involves Article 34.02 which states "No Employee shall be assigned to work alone on a ward or unit." Currently there is no definition of what comprises a ward or unit. A problem does exist of Employers defining the entire institution as a ward or unit, particularly on night shift. The Letter of Understanding addresses the definition of the ward/unit by implementing a procedure for designating an area as a ward or unit.

Procedure:

1. The Employer provides a list of areas that the Employer defines as a ward or unit.
2. If the Union has concerns regarding Employee safety, a union-management ad-hoc committee is established at the institution to address those concerns.
3. Failing a resolution by the Committee the Union may present the dispute to the Board of Trustees who have to reply to the Union, in writing, within 7 days.
4. If the dispute remains unresolved, U.N.A. will proceed to arbitration which "shall consider whether the designation of a ward or unit is appropriate in the circumstances in order to satisfy the requirements of Article 34.02 as it pertains to Employee safety."

8th Increment

An Employee is eligible for advancement to the 8th increment as outlined below:

- (a) All full-time Employees of the Employer whose date of hire is prior to April 1, 1990 and who:
 - (i) are in receipt of payment at Step 7 with the current Employer; and
 - (ii) have completed 7 or more years of satisfactory recent nursing experience, provided that not more than 5 years have elapsed since such experience was obtainedshall advance to Step 8, effective April 1, 1990.
- (b) All part-time and casual Employees of the Employer whose date of hire is prior to April 1, 1990 and who:
 - (i) are in receipt of payment at Step 7 with the current Employer; and
 - (ii) have completed 1,829 hours of work at the 7th Step with this or any former Employer;shall advance to Step 8, effective April 1, 1990.
- (c) Those Employees who commenced employment with the Employer prior to April 1, 1990 who are not entitled to advance to Step 8 in the Salaries Appendix in accordance with (a) and/or (b) above shall advance salary increments in accordance with the provisions of this Collective Agreement.

SALARIES APPENDIX

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year
Registered Nurse								
Registered Psychiatric Nurse								
Current	15.41	15.91	16.37	16.85	17.33	17.82	18.34	
April 1, 1990 (8%)	16.64	17.18	17.68	18.20	18.72	19.25	19.81	20.40
November 1, 1990 (5%)	17.47	18.04	18.56	19.11	19.66	20.21	20.80	21.42
April 1, 1991 (3%)	17.99	18.58	19.12	19.68	20.25	20.82	21.42	22.06
November 1, 1991 (3%)	18.53	19.14	19.69	20.27	20.86	21.44	22.06	22.73
Certified Graduate Nurse								
Graduate Psychiatric Nurse								
Current	14.22	14.55	14.85	15.08	15.26	15.38	15.63	
April 1, 1990 (8%)	15.36	15.71	16.04	16.29	16.48	16.61	16.88	17.39
November 1, 1990 (5%)	16.13	16.50	16.84	17.10	17.30	17.44	17.72	18.26
April 1, 1991 (3%)	16.61	17.00	17.35	17.61	17.82	17.96	18.26	18.81
November 1, 1991 (3%)	17.11	17.51	17.87	18.14	18.36	18.50	18.80	19.37
Assistant Head Nurse								
Current	15.91	16.44	16.99	17.54	18.09	18.62	19.21	
April 1, 1990 (8%)	17.18	17.76	18.35	18.94	19.54	20.11	20.75	21.37
November 1, 1990 (5%)	18.04	18.65	19.27	19.89	20.52	21.12	21.79	22.44
April 1, 1991 (3%)	18.58	19.21	19.85	20.49	21.14	21.75	22.44	23.11
November 1, 1991 (3%)	19.14	19.79	20.45	21.10	21.77	22.40	23.11	23.80
Head Nurse and Instructor								
Current	16.80	17.41	18.00	18.62	19.24	19.85	20.53	
April 1, 1990 (8%)	18.14	18.80	19.44	20.11	20.78	21.44	22.17	22.84
November 1, 1990 (5%)	19.05	19.74	20.41	21.12	21.82	22.51	23.28	23.98
April 1, 1991 (3%)	19.62	20.33	21.02	21.75	22.47	23.19	23.98	24.70
November 1, 1991 (3%)	20.21	20.94	21.65	22.40	23.14	23.88	24.70	25.44
Undergraduate Nurse								
Current	12.98							
April 1, 1990	13.89							
April 1, 1991	14.38							

Board Report, February/March 1990 Meeting



Members of U.N.A.'s Executive Board ponder the implications of one of the many motions presented at the Board meeting.

1. Legislative Committee

The policy regarding U.N.A.'s representation of members (in grievances, arbitrations, fatality inquiries, A.A.R.N. appeals, W.C.B. hearings, etc.) was revised to clarify that members have the right to appeal decisions on whether to withdraw a grievance or to proceed with a grievance to arbitration.

A proposal for 5-day Board Meetings was defeated. Efforts were made to modify the current Executive Board Agenda to improve the utilization of the 4-day meetings.

2. Finance Committee

Proposed expenditures to equip the new Calgary Office were approved by the Executive Board.

New camera equipment will be purchased to improve the quality of photographs which record U.N.A. activities.

3. Education Committee

An additional \$50,000 was transferred to the education program.

A further \$70,000 increase in funding for education is anticipated at the May Board Meeting.

Distribution of provincially-funded education days was revised. Contact your Local Executive for further details of the funding available in your Local.

4. Membership Committee

The location of the 1992 Annual General Meeting has been changed to the Westin Hotel in Edmonton (October 27, 28 & 29, 1992).

U.N.A. will investigate a change in location of the 1991 Annual General Meeting from Calgary to Banff (November 19, 20 & 21, 1991).

Position statements were drafted on the 'Job Enhancement Committee' and 'Work-life Issues'.

5. Occupational Health & Safety Committee

The Occupational Health and Safety Complaint form was revised and will have multiple copies like the P.R.C. Form. Keep your eyes open for the new forms.

Increased participation in the Workers' Health Centre was discussed.

6. Pension Committee

U.N.A. will pursue investigation of the provincial pension fund.

7. Steering Committee

The policy re: donations was changed with following being added as (b):

"Donations may be made to allied organizations from the Emergency Fund, only with the approval of the Executive Board (in session or by phone poll). In order for a donation to be considered by the Executive Board the organization must be considered to share the objective of advancing the social, economic and general welfare of nurses and other allied personnel. The donation will be up to a maximum of \$10,000.00."

The following policy on N.F.N.U. was reaffirmed:

"U.N.A. continue to exchange information with N.F.N.U. and make the membership aware of the activities and pros and cons of N.F.N.U."

Position Statements were drafted on 'Self-Scheduling', 'Nurses on Hospital Boards', 'Clinical Laddering', and 'R.N.A. Administration of Medications'.

8. Political Action Committee

There was a special session of the Executive Board to discuss the Rainbow Report.

U.N.A. is opposed to the G.S.T. The following policy statement was developed:

"Whereas the Goods and Services Tax is the 32nd tax increase on lower and middle income wage earners since 1984.

Whereas 92,000 corporations have not been taxed on 28 Billion Dollars in the same time period.

Whereas under the Trudeau Government corporations paid 36% of taxes; and currently under the Mulroney Government corporations pay 11% of taxes and with the implementation of Goods and Services Tax this will be reduced to 8%.

Whereas the institution of the Goods and Services Tax at 7% and wage increases not being comparable will result in a decrease in the standard of living and quality of life for Canadians.

Therefore be it resolved that U.N.A. is opposed to the Goods and Services Tax."

9. E.A.P. (Employee Assistance Program) Committee

Locals are advised to not sign any Local Agreement regarding E.A.P.'s. The following policy was developed:

"That U.N.A. locals not sign any agreement at the local level re: E.A.P."

That Local Presidents notify their L.R.O. as soon as possible if they are approached by their employer about a joint E.A.P."

That a copy of any such proposal be sent to the E.A.P. Committee."

A Position Statement is to be developed on 'E.A.P.'s'.

10. Other

(General)

A future Newsbulletin will include an Article on how to deal with work site abuse.

The Criminal Contempt appeal from the 1988 strike will be forwarded to the Supreme Court of Canada.

A Local Lottery was held to determine the 3 members-at-large who will be funded to attend the C.L.C. Convention in Montreal, May 13-18, 1990. The 3 Locals selected were:

Athabasca Municipal Hospital (Local #135)
John Neil Hospital, Cold Lake (Local #76)
Claresholm General Hospital (Local #40)

The Executive Officers will develop summaries of each Board Meeting for the Local Executives. The long range goal is to propose to delete mailing the entire Executive Board Minutes to each Local President and Secretary. Complete Executive Board minutes will be provided to locals which request to receive Executive Board minutes. A complete set of Executive Board minutes will be readily available in the Edmonton and Calgary Offices. District Representatives will also receive the complete Executive Board Minutes. This proposal is to be reviewed at the Annual General Meeting.

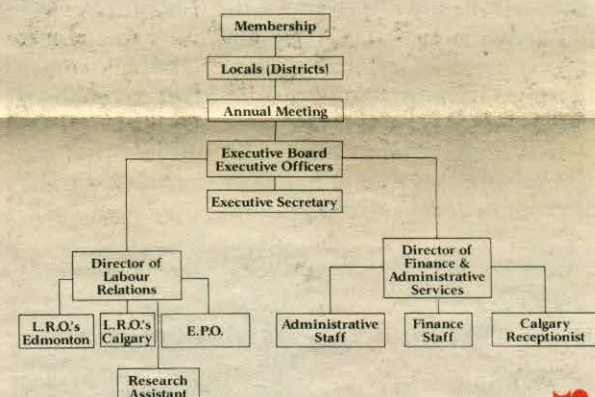
The Board will support the nomination of a U.N.A. staff member to represent labour on the Labour Relations Board (L.R.B.)

The "Director of Office Operations" title was changed to "Director of Finance and Administrative Services".

The Board has decided to hire a Research Assistant. This will be implemented on a 1 year trial and then evaluated.

The temporary structure of U.N.A. which was tried for a year, has been adopted by the Executive Board as the permanent structure. See copy of organization chart below.

The New U.N.A. Structure



N.F.N.U. Affiliation Rejected

On February 14 U.N.A. members rejected affiliation with the National Federation of Nurses' Unions. Sixty-four point four percent (64.4%) of the membership rejected affiliation while thirty-five point two percent (35.2%) voted in favour. The remaining point four percent (.4%) contained spoiled ballots. Twenty-three point seven (23.7%) of the eligible membership turned out for the vote.

At the Executive Board Meeting at the end of February the Executive Board reaffirmed its policy regarding the N.F.N.U. U.N.A. will "continue to exchange information with N.F.N.U. and make the membership aware of the activities and pros and cons of N.F.N.U."

Number of nurses rises

There were 241,759 registered nurses in Canada in 1987, an increase of 11 per cent from five years ago.

Of these, 89 per cent were practicing, a percentage that has remained stable in recent years.

The other 11 per cent were employed outside the profession or were not working.

Statistics Canada

Labour Notes

What Does It Cost To Break A Big Strike?

Two years ago Canada Post's managers were emboldened to provoke two strikes within a few months of each other. First, they faced the letter carriers, then the inside workers. In both cases, they tried to keep the mail moving by using strikebreakers.

The tactic was tacitly supported by the Mulroney government at the time. The two strikes helped make 1987 the unofficial "Year of the Scab," for the federal government.

But the strikebreaking wasn't very successful. The mail did move, but only sporadically. The workers were forced back to work, but Canada Post didn't achieve what it set out to do.

And now all the bills have been counted. The extra expenses for the replacement workers' wages, management travel, hotels, private security, consultants' fees, the rental of helicopters and trucks, advertising — plus the cost of a bodyguard for Canada Post's president — came to a whopping \$190 million.

The post office isn't backing down, however. They still say the strikes were "worth it" because the eventual contract changes resulted in a \$35 million saving the following year.

Canada Post reported the figures recently in its 1987-88 report. It referred to the costs as "activities to obtain labour contracts" and "abnormal activities related to labour negotiations." — CALM

ILO Rules Against Canadian Government

The International Labour Organization (ILO) handed down a strong judgment against the Canadian government for legislating Canadian postal workers back to work in 1987. The workers had been on a legal strike for 7 days when they were ordered to return to work.

The ILO found that the government's action violated international standards on the freedom of association, and interfered in the free functioning of union organizations. The ruling emphasized that government interference in a labour dispute removes pressure from the employer to reach an agreement.

This is the second time in 12 months that the Canadian government has been censured by the ILO for ordering striking workers back to work.

Between 1982 and 1987, the number of workers killed on the job in Canada totalled 5,780.

National Day of Mourning

April 28

In Alberta in 1988, 124 workers were killed on the job. The Worker's Compensation Board received 62,129 claims for compensation.

The National Day of Mourning is held each year to commemorate the lives of workers who have been killed or injured while on the job.

Contact your local Labour Council for details of ceremonies to be held in your area.

Other Nurses

B.C. Gets Health Care Commission

The government of British Columbia recently announced the establishment of a Royal Commission on Health Care - five years after the British Columbia Nurses' Union requested one. The fact that a working nurse has not been appointed to the commission has outraged the 21,000-member union. "A real working nurse should be on this commission," declared B.C.N.U. president Pat Savage. "Nurses are the largest occupational group in health care. Nurses maintain the most continuous contacts with health care consumers. Nurses have first-hand knowledge of literally every part of the system. Many nurses leave the profession because they have no effective voice in decision-making. It happens all the time at the local level, and now again with this commission."

B.C.N.U. will assist the commission as much as they can, despite serious doubts about the commission's make-up.

B.C. Nurses Take Strike Vote

2400 B.C. nurses are casting ballots in a province-wide strike vote over the next four weeks. At issue is a contract dispute involving nurses working in community health units outside the greater Vancouver and Victoria areas and the Riverview institution.

The nurses, who are directly employed by the government, want to restore parity with the B.C.N.U. hospital nurses who moved ahead with a contract settled last year after a strike by the B.C.N.U. nurses. The wage gap between the two contracts currently averages \$800/month for nurses with 6 years' experience and will increase in December when the B.C.N.U. nurses' wages increase 4%.

The strike vote is being conducted by mail-in ballot for the community nurses. Nurses in institutions have scheduled April 10, 1990 as their voting day. The results will be announced in mid-April.

Ontario Nurses

The ONA provincial hospitals' collective agreement expires on March 31, 1991 and the union has already started preparing for negotiations. The Bargaining Objectives' Committee has met and identified what the nurses will be taking to the bargaining table. ONA has described the upcoming year as a "hot year for bargaining."

Nova Scotia Nurses Reject Contract

Nova Scotia nurses belonging to the Nova Scotia Nurses' Union have rejected a three-year contract with 34 of the province's hospitals. The tentative agreement had been recommended for acceptance by the union's bargaining committee, but was rejected by a clear majority of the nurses.

The rejected agreement would have increased wages between 5 and 11.7% in each of the first two years with a cost of living increase in the third year. The nurses currently earn between \$26,300/year and \$31,000/year. The Nova Scotia Nurses' Union will go to conciliation in April.

Quebec Nurses' Fight Continues

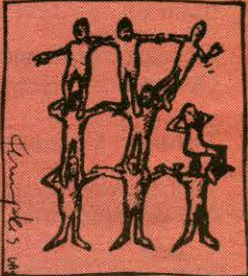
Quebec nurses will be working at using a word missing from their new contract as a bargaining tool to reduce severe sanctions applied against the nurses by the provincial government during a strike last year.

In the new contract the nurses were supposed to be paid a weekend premium of 4% of their daily base salary. However the word "daily" was left out of the printed, signed contract which results in the clause reading that nurses will be paid 4% of their base salary rate. This could mean their weekly or yearly salary rate. As a result nurses could make up to \$1,600 per weekend and over \$100,000 per year.

The Quebec government hopes that the nurses will be reasonable and read the contract clause as the employers had intended it to read. However a Quebec Superior Court judge has now rejected the Quebec Nurses' Federation's application to suspend the strike sanctions of the loss of 2 day's pay and 1 year's seniority for each day a nurse was on strike. And the nurses' union says that the nurses intend to enforce the contract as it now reads.

Executive Board of United Nurses of Alberta

President Heather Smith Home: 437-2477 Work: 482-8046-9C 425-1025	Secretary-Treasurer Heather Molloy Home: 456-3082 Work: 477-4512
Vice-President Sandie Rentz Home: 346-4412 Work: 343-4522	
North District Representatives	South District Representatives
Chairperson Susan Buck Home: 338-2451 Work: 596-3740	Chairperson Diane Poynter Home: 327-3501 Work: 327-1531 Ex. 217/218
Hazel Paish Home: 539-7234 Work: 532-3525	Sharon Huff Home: 381-6844 Work: 327-1531 Ext. 217/218
North Central District Representatives	Staff
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Gina Kelland Home: 477-5847 Work: 453-5441	David Harrigan Director of Labour Relations
Bev Dick Home: 430-7093 Work: 484-8811 Ext. 671	Trudy Richardson L.R.O.
Carmelita Soliman Home: 487-3812 Work: 482-8086 or 482-8397	Barbara Surdykowski L.R.O.
Valerie Holowach Home: 998-9530 Work: 895-2248	Lesley Haag L.R.O.
Judy Hove Home: 674-3197 Work: 674-2221	Melanie Chapman E.P.O.
Central District Representatives	Rick Lampshire L.R.O.
Chairperson Andrew LeBlanc Home: 346-8309 Work: 343-4448	Darlene Rathgeber Director of Finance and Administrative Services
Ingrid Ponto Home: 887-2731 Work: 343-4448	Calgary Office 505 Pacific Plaza 700 - 6th Avenue, S.W. Calgary, Alberta T2P 0T8 237-2377 1-800-661-1802 Fax: 263-2908
South Central District Representatives	Michael Mearns L.R.O.
Chairperson Dale Fior Home: 238-0810 Work: 228-8155	Marilyn Vavasour L.R.O.
Pam Liegerot Home: 230-8101 Work: 284-1141 Ext. 315	Laurie Coates L.R.O.
Karen Craik Home: 236-5326 Work: 270-1332	
Judith Ford Home: 246-0929 Work: 270-1312 Unit 112	
Donnie Meehan Home: 295-1609 Work: 228-8153	
Kathy James Home: 282-6083 Work: 270-1342	



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IT SUPPORTS YOU

1990 Workshop Schedule

DATE	DISTRICT	WORKSHOP	LOCATION
April 17 & 18	S.C.D.	Local Admin.	Calgary
April 24 & 25	C.D.	Local Admin.	Red Deer
May 2 & 3	N.C.D.	Local Admin.	Edmonton
May 8 & 9	N.D.	Local Admin.	Peace River
May 16	Calgary's 1 one day workshop		
Sept. 11 & 12	N.D.	P.R.C.	
Sept. 18 & 19	N.C.D.	P.R.C.	Edmonton
Sept. 25 & 26	S.C.D.	P.R.C.	Calgary
Oct. 2 & 3	C.D.	P.R.C.	Red Deer
Oct. 10 & 11	S.D.	P.R.C.	Lethbridge
Oct. 30	Edmonton's 1 one day workshop		
Oct. 23 & 24	N.D.	Grievance	
Nov. 6 & 7	N.C.D.	Grievance	Edmonton
Nov. 13 & 14	C.D.	Grievance	Red Deer
Nov. 20 & 21	S.C.D.	Grievance	Calgary
Nov. 27 & 28	S.D.	Grievance	Lethbridge

The new UNA Education Program is underway. Register for a course and learn about your union, your employer, your law and your contract.

Contact your local president or District Representative for details on how to attend UNiversity.

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