

# **FREQUENTLY ASKED QUESTIONS FOR AHS NURSING CARE MEMBERS**

## **1. Which units are included in this ESA?**

- AHS, Recovery Alberta, Primary Care Alberta, Assisted Living Alberta, and Allen Gray Continuing Care Centre.

## **2. Are there Essential Service Plans not correct?**

- It is likely that some Essential Service Plans, which were previously agreed to, do not reflect present, up-to-date operations.

## **3. How and when are these Essential Service Plans corrected?**

- The Employer is responsible to provide ANY corrections to the ES Plans 48 hours after we issue strike notice.

## **4. How will the Essential Service Plans be shared with the members/staff at the impacted sites?**

- The Employer will make the ES Plans available to the members/staff via the established communication methods used for scheduling at the impacted sites.

## **5. Who is responsible for scheduling Designated Essential Service Workers (DESW's)?**

- The Employer is responsible for scheduling DESW's from day 1 to day 7 of the strike or lockout.
- The Union is responsible to locate and replace any exceptions (absences) from day 1 and beyond of the strike or lockout.
- The Union takes over and is responsible for scheduling the DESW's from day 8 and beyond of the strike or lockout.

## **6. Can the Employer use SCABs (replacement workers)?**

- The ESA prevents the use of SCABs. The 2 groups that will be used are NUEE's (Non Unionized Exempt Employees) aka Managers and DESW's (Bargaining Unit Members).

## **7. What happens if there are too many DESW's scheduled?**

- Please communicate with the strike captains or the essential services hotline. Share the details and they will initiate the dispute with the assigned Union Designate and Employer Designate at the impacted site. AUPE will escalate the dispute through an Umpire if required.
- There are mechanisms in the ESA to adjust the number of DESWs or NUEEs. This will be initiated as a discussion between the assigned Union designate and Employer designate. If the parties do not agree, we will use an Umpire and the dispute/resolution provisions.

## **8. How long is the ESA in effect for?**

- The ESA shall be in effect until we ratify a new collective agreement.

## **9. What are considered Essential Services?**

- Services where the interruption of them would endanger life, personal safety or health of the public and services that are necessary to the maintenance and administration of the rule of law or public security.

## **10. How will DESW (Designated Essential Services Workers) be assigned to shifts?**

- During the first week of a strike or lockout, the schedule is determined by the Employer. After the first week, the schedule will be created by AUPE staff.
- To distribute shifts equitably, the relief pool for each worksite/classification/orientation and other specific requirements will be shuffled before each day's schedule is created.
  - For example, Day 1 may be filled alphabetically, Day 2 may be reverse alphabetical, Day 3 may be by seniority, Day 4 may be reverse seniority, etc.

## **11. How will absent DESWs be replaced?**

- Absent DESWs will be replaced in the same manner as schedules are created. Shuffled relief pools will be provided to the AUPE staff schedulers in a different order each day, and they will call through to find a replacement by beginning at the top of the list.

## **12. Who is responsible for replacing absent DESWs?**

- Staff schedulers are responsible for calling through the relief pool to find coverage. If they are unable to find coverage after they have called through the entire relief pool, they will text the Strike Captain assigned to that strike line, and the Strike Captain will ask qualified workers on the line to fill the shift.

## **13. How do DESWs report absence for a DESW shift?**

- During an active strike, absent members must log in to their MyAUPE account on the AUPE website to complete an absence reporting form.

## **14. How will I know if I am a DESW?**

- The Employer will send each week's schedule using the same platform they currently use for your worksite. The first week's schedule will be sent out 24 hours before the strike begins. After the first week, staff-created schedules will be sent out by the Employer 24 hours prior to the beginning of that week's schedule.

**15. Where can I find my schedule as a DESW?**

- Same as above. The Employer will send each week's schedule using the same platform they currently use for your worksite. The first week's schedule will be sent out 24 hours before the strike begins. After the first week, staff-created schedules will be sent out by the Employer 24 hours prior to the beginning of that week's schedule.

**16. How will DESW's or NUUE's (Non-union Exempt Employees) know what tasks and functions are Essential?**

- The Employer will post the Essential tasks and functions in the impacted facilities areas and departments.

**17. Will I be assigned a DESW shift if I am a Strike Captain?**

- Strike Captains will be the last individuals selected to cover a DESW shift. However, Strike Captains may be scheduled in the first 7 days of a strike, when the Employer is responsible for scheduling.
- Strike Captains are specifically trained to lead our strike lines, so AUPE will look for other members who are available to take a DESW shift. Strike Captains may be assigned as a last resort to ensure we meet our legal obligations under the ESA.

**18. What does On-Call duty mean as a DESW?**

- The words "on-call duty" shall be deemed to mean any period during which a Designated Essential Services Worker is assigned an on-call shift in a staffing plan as identified in 7.01 of the Essential Services Agreement. The Employer shall pay \$4.50 per hour to a Designated Essential Services Worker who is assigned on-call duty.

**19. As a DESW am I able to work overtime and how will I be compensated?**

**AHS NURSING CARE ESA**

Designated Essential Services Workers are eligible for overtime at two times (2X) their basic rate pay for: (i) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or (ii) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day; or (iii) any time worked in excess of the total hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours averaged over one (1) complete cycle of the shift schedule.

- (b) The Union will make all reasonable efforts to ensure that overtime is avoided when assigning and filling shifts. Except in cases of emergency, the Union must consult the Employer prior to filling an essential shift which will result in overtime costs.
- (c) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.

### **ALLEN GRAY CONTINUING CARE ESA**

Designated Essential Services Workers are eligible for overtime at two times (2X) their basic rate pay for:

- (a) (i) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
- (ii) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day; or
- (iii) any time worked in excess of the total hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours averaged over one (1) complete cycle of the shift schedule.
- (b) The Union will make all reasonable efforts to ensure that overtime is avoided when assigning and filling shifts. Except in cases of emergency, the Union must consult the Employer prior to filling an essential shift which will result in overtime costs.
- (c) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.

## **20. How will various types of leaves be treated if I am working as a DESW?**

### **AHS NURSING CARE ESA**

DESW's shall be automatically excused from the requirement to attend to an essential service shift for the following reasons:

- (i) Bereavement for individuals as outlined in Article 27.05, (without pay)
- (ii) Maternity Leave (no impact to maternity leave benefits)
- (iii) Parental Leave (without pay)
- (iv) Commenced Leave for Public Office (without pay)
- (v) Caregiver Leaves (with or without pay as applicable)
- (vi) Commenced Military Leave (without pay)
- (vii) Death or Disappearance of a Child (without pay)
- (viii) Domestic Violence Leave (with or without pay as applicable)
- (ix) Any other reason acceptable to the Employer or Union as applicable, without pay.

### **ALLEN GRAY CONTINUING CARE ESA**

DESW's and Capable and Qualified Persons shall be automatically excused from the requirement to attend to an essential service shift for the following reasons:

- (i) Bereavement for individuals as outlined in Article 27.05, (without pay)
- (ii) Maternity Leave (no impact to maternity leave benefits)
- (iii) Parental Leave (without pay)
- (iv) Commenced Leave for Public Office (without pay)
- (v) Caregiver Leaves (with or without pay as applicable)
- (vi) Commenced Military Leave (without pay)
- (vii) Death or Disappearance of a Child (without pay)
- (viii) Domestic Violence Leave (with or without pay as applicable)
- (ix) Any other reason acceptable to the Employer or Union as applicable, without pay.

## **AHS NURSING CARE**

**The following provisions are intended to provide clarity with respect to the treatment of approved leave at the time that notice of job action is provided.**

As it relates to:

- (a) Approved Leave at the time notice of job action is provided/received
  - (i) Provided that there are sufficient DESWs to deliver essential services, employees with pre-booked leave (as of the day notice is provided for job action as per 5.01 of this ESA) may be excused from the requirement to be scheduled for essential services shifts. However, pre-booked leave with pay that falls within the calendar timeline of the job action shall be without pay.
  - (ii) In the case of vacation, provided that the requirements for payout of vacation leave have been met, such Employee may have the corresponding vacation leave paid out at the conclusion of the job action. Otherwise, such days will be reinstated to the Employee's vacation bank to be utilized during the remainder of the current vacation year. In the event that pre-booked vacation must be cancelled in order to ensure the delivery of essential services, only those days within the calendar period of the job action will be impacted. Such days will be reinstated to the Employee's vacation bank to be utilized during the remainder of the current vacation year. Article 21.08 shall not apply in the event that vacation is cancelled due to a job action.
  - (iii) Vacation leave requests will not be approved following issuance of notice of job action until its conclusion.
- (b) Sick Leave during a Job Action
  - (i) Except for Article 25.02 and 25.05, the provisions of Article 25 are suspended during a Job Action.
  - (ii) Employees on sick leave that commenced prior to the provision of notice as per 5.01 of this ESA shall remain on sick leave with or without pay as applicable in their circumstances during the duration of the job action under the terms of the collective agreement.
  - (iii) Once notice of job action has been provided as per 5.01 of this ESA, Employees will only be entitled to be excused from attendance to essential services shifts without pay until the conclusion of the job action.

## **ALLEN GRAY CONTINUING CARE**

The following articles in the Collective Agreement shall not apply:

- (a) Article 2.11 (3 hour minimum)
- (b) Articles 12A, 12B, 29A, 29B, 29C (except 29C.04 to apply to all DESW's), 40A, 40B and 40C (Hours of Work)
- (c) Article 13
- (d) Article 19 (On-call Duty)
- (e) Article 22 – Named Holidays
- (f) Article 23 – Vacation
- (g) Article 25 – Sick Leave
- (h) Article 27 – Leave of Absence except 27.03, 27.04, 27.05, 33.12 33.13