

JOINT COMMUNICATION

Multi-Employer/UNA Collective Agreement Guidelines for Administering Pilot Projects January 2008

There exists a serious nursing shortage and efforts must be made by all parties to address this. The new Multi-Employer/UNA Collective Agreement (Collective Agreement) contains a number of unique employment options to support retention and recruitment. These options are all pilot projects designed to enhance retention and recruitment. All parties are encouraged to consider utilization and evaluation of these projects to determine their effectiveness in addressing staffing issues.

Employers and Union Locals will need to have discussions and finalize a number of administrative matters prior to the implementation of any of the pilot projects. There is no need for formal authorization or approval by the Multi-Employer/UNA Joint Committee (Joint Committee). Rather, the Joint Committee will facilitate the sharing of information provincially, assist the parties with any problems that may arise, and evaluate the effectiveness of the pilot projects in meeting the overall intent.

A. Description of the Projects

There are three separate and distinct projects:

1. Flexible Part-time Positions

There is some belief that there are a number of units and areas where there are a large number of additional shifts being worked, but because of unpredictability of when the additional shifts will arise, managers may have difficulty posting these shifts as part of a vacancy.

The purpose of this project is to allow Employees to increase their FTE while providing flexibility on the scheduling of the additional shifts. It is expected that utilization of this project will allow for the creation of higher FTE than would otherwise be possible.

2. Seasonal Part-time Positions

The parties have had tremendous success over the years with the utilization of compressed workweek scheduling (i.e. extended workday schedules). A similar project may work with a compressed work year.

The purpose of this project is to allow Employees to compress a specified annual FTE into smaller portion of a year (for example, an Employee could work a 0.5 FTE compressed into full-time hours over a six month period). During the remaining months (in the above example, the remaining six months), the Employee is not on a leave of absence and cannot be required to work.

This type of scheduling may work well for “snowbirds”, who wish to be away from Alberta during the winter months, but wish to continue working during the summer months, when there are significant staffing challenges due to summer vacations. There may be other reasons why an Employee or Employer may find this project to be beneficial.

3. Benefit-Eligible Casual Employee (BECE) Positions

Different levels of work scheduling flexibility may be desirable as Employees transition through life stages. Casual Employees have maximum flexibility regarding scheduling but have no guarantee of shifts, no requirement to work specific shifts and no entitlement to benefits.

A BECE position is a hybrid that combines the flexibility of casual employment and the mutual commitment of a regular position.

This project is intended to retain existing Casual Employees, to provide flexible options for Employees as they transition through life stages, and to enhance recruitment opportunities.

A BECE is guaranteed a specified FTE (of no less than 0.4 FTE) but with no specific hours per shifts or shifts per shift cycle. The actual work schedule will be determined by the Employer based on the availability of the BECE. The BECE will be obligated to work the specified FTE, and in exchange, will be eligible for sick leave, benefits and pension plans.

B. Administration of the Projects

1. Prior to implementing any of the projects, the Employer and the Local will need to have discussions and finalize a number of administrative matters. A thorough review of the Letter of Understanding re: Retention & Recruitment initiatives will need to take place.

2. Details of the projects need to be documented in a written plan signed by both the Union Local and the Employer. The document needs to be forwarded to the Joint Committee for information. At a minimum, the following items must be agreed to by the Employer and the Local:
 - ▶▶ the agreed upon start date;
 - ▶▶ length of the Pilot Project(s);
 - ▶▶ additional details of the Pilot Project(s);
 - ▶▶ timeframes for evaluation; and
 - ▶▶ data to be used in the evaluation.

C. Basis for Pilot Project Success

In order to succeed, all of these Pilot Projects will require open communication between the Union Local(s) and the Employer and mutual respect and consideration regarding the needs and goals of the other party. The nature of the collective bargaining process made it impossible to address all of the possible scenarios and administrative issues in the Collective Agreement language. While the Joint Committee has attempted to address some of the questions that have been raised in the attached Question and Answer document, it will be necessary for the parties to work out many of the details regarding implementation and administration of these Pilot Projects at the local level.

Commonly Asked Questions and Answers

Flexible Part-time Positions (FPP)

1. Q. *What exactly is a Flexible Part-time Positions (FPP)?*

A. An FPP is a part-time position, with a specified FTE of no less than 0.4 FTE. However, rather than applying the normal scheduling provisions of Articles 7 or 37 to the whole FTE, at least 50% of the shifts need to be scheduled 12 weeks in advance. The remainder of the shifts are scheduled based on the Employee's availability and where possible, scheduled by the Employer at least 24 hours in advance (see the Letter of Understanding for more detail.).

2. Q. *Who is responsible for deciding that a FPP is to be created?*

A. An Employee may request an FPP to increase their existing FTE as an alternative to Article 14.15. Where such a request is granted, such Employee's existing FTE shall become the scheduled portion of the FPP, and the incremental increase in the Employee's FTE shall become the flexible portion of the FPP.

An Employer cannot unreasonably deny an Employee's request to become an FPP. However, an Employer may decline such a request for a number of legitimate reasons, including but not limited to:

- ▶▶ insufficient vacant or absenteeism hours to match the increased FTE;
- ▶▶ lack of a match between the interested Employee's availability and the staffing needs of the unit or program. For example, if the Employee is only available to work the flexible portion of the FTE on days or during the week and the staffing needs occur most frequently on nights or weekends, a FPP may not be acceptable to the Employer.

The Employer may also post an FPP. The posting shall state the portion of the number of hours per shift and shifts per cycle that are scheduled, and the portion to be scheduled on a flexible basis.

3. **Q.** *How are the hours of the FPP scheduled?*

A. The Employee's previous FTE continues to be scheduled and posted in advance in accordance with the provisions of Articles 7 or 37, except for designated days of rest. The increased FTE, or remainder of the shifts, are not required to be posted in advance, but rather are subject to flexible scheduling, in accordance with the Employee's availability.

The Employee shall provide the Employer with his or her shift availability and designated days of rest for each four week period. The Employer will assign the remaining flexible shifts in accordance with the availability provided by the Employee. Where possible, the flexible shifts of the FPP should be scheduled at least 24 hours in advance.

4. **Q.** *How much availability does the FPP need to provide?*

A. The holder of a FPP must provide shift availability for greater than the flexible portion of their FPP. For example, if the Employee needs to work five unscheduled shifts in the next four weeks, the Employee must provide at least six shifts where the Employee is available. Providing more than the minimum number of available shifts may enhance advanced scheduling of the flexible portion of the FPP and will impact the success of the FPP Pilot Project.

5. **Q.** *How specific can or must the Employee be regarding availability?*

A. It was intended that the Employee would provide availability for shifts (i.e. I am available for day shift or evening shift on that day) rather than start and end times (i.e. I am available from noon until 1815h on that day).

6. **Q.** *Can a FPP line on the schedule be selected by others through the provisions of Article 12.02 when a new schedule is posted?*

A. It is recommended that for the length of the Pilot Project, in order to properly assess the usefulness of these projects, that these lines be exempt from the application of Article 12.02.

7. **Q.** *What if there are layoffs or position eliminations during an FPP pilot project?*

A. In the event of position elimination or layoff, the Employer and the Union should meet in accordance with Article 15.01 to discuss the impact of the reduction on the FPP.

8. **Q.** *What if the FPP pilot project just is not working out as expected?*
- A.** Either the Employee or the Employer can terminate a FPP. An Employee must provide 28 days notice of termination, after which the Employee resumes his or her previous FTE. The Employer may also terminate by providing notice of position elimination, in which case Article 15 would apply.
9. **Q.** *Can a FPP involve more than one unit or more than one site?*
- A.** There is no requirement that only one unit or site be involved. However, because this is a Pilot Project, the more schedules and other variables involved, the greater the likelihood that issues will arise that may influence the success of the project. If an FPP is going to involve more than one site, the provisions of Article 44 would apply.
10. **Q.** *Can the FPP work additional shifts over and above the FPP?*
- A.** Yes. Where an Employee works a shift over and above their FPP, the provisions of Article 30.01(a) apply.
11. **Q.** *What happens if a FPP Employee gets sick?*
- A.** If the FPP Employee is unable to work a shift that is regularly scheduled in accordance with Article 7, 30 or 37, then, subject to the conditions of Article 19: Sick Leave, the Employee would be eligible to be paid sick leave for that day.

If the Employee is unable to work one of their flexible shifts, then they would be eligible to be paid sick leave for that shift only if the shift had already been booked. If it was simply one of the Employee's available shifts, but they had not yet been booked to work the shift, then they would not be paid sick leave.

If an Employee cannot achieve their specified FTE over a four week period due to illness or injury, then they will be paid sick leave up to their FTE (Note: This is the same four week period over which the Employee advises their availability for the flexible portion of their FTE).

12. Q. *Can a FPP Employee refuse to work a shift they had previously advised the Employer they would be available to work?*
- A. Once the FPP Employee has provided their availability for the flexible portion of the Employee's FTE, it is expected that the Employee will be available to work those shifts. If the FPP Employee has other employment as well, the Employee can not book those shifts elsewhere, or make other arrangements that would make the Employee unavailable to work.
- The FPP Employee does have access to sick leave, bereavement leave, etc, and may be unavailable to work as a result of these types of absences. For those absences specially listed in the collective agreement, the FPP Employee would not have to provide additional availability.
13. Q. *What happens if the Employer is unable to provide enough shifts during the indicated availability period to meet the FTE commitment for the FPP?*
- A. If this occurs, the Employee is paid by the Employer up to the agreed FTE. The Employee is not required to make up the shifts at a later date.

Seasonal Part-time Position (SPTP)

1. Q. *What exactly is a Seasonal Part-time Position (SPTP)?*
- A. A SPTP is a position where the Employee compresses a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six month period). During the remaining months (for example, the remaining six months), the Employee is not on a leave of absence and cannot be required to work (see the Letter of Understanding for more detail.)

2. Q. *Who is responsible for deciding that a SPTP is to be created?*

A. An Employee may request that their current position be converted into a SPTP, or that a posted vacancy be converted to a SPTP. Such request shall not be unreasonably denied by the Employer.

In assessing such a request, Employers would want to consider operational requirements, including but not limited to:

- ▶ the ability to fill the shifts in the unworked portion of the year;
- ▶ the ability to provide and schedule all shifts comprising the annual FTE in a shorter period of time;
- ▶ existing staff and scheduling requirements of the Collective Agreement.

3. Q. *Is there a minimum or maximum work/non-work period?*

A. No. What may work for one Employee or program or Employer may be quite different from works for another. For this reason, the parties will need to determine the applicable work/non-work time periods when the project is first agreed.

Note: that the worked portion must comply with the terms of the Collective Agreement, including shift and vacation scheduling.

4. Q. *Can an Employee request to hold a SPTP and take all summer off?*

A. Such a request could be made. However, since most areas find that the summer months are times when it is more difficult to staff appropriately, it is quite likely that an Employer could reasonably deny such a request.

5. Q. *If a SPTP is a 0.5FTE and the Employee works fulltime for 6 months, and then does not work at all for six months, how is she paid?*

A. This will need to be determined prior to commencement of the project. A Seasonal Part-time Employee may choose to be paid either for those full-time hours actually worked; or as a 0.5 part-time FTE over the whole course of the year (i.e. deferring a portion of the salary earned to be paid during the non-worked portion of the year). When the parties are having discussions prior to commencement of the project, they should address issues such as vacation scheduling, employee benefit premiums, tax implications of the payment options for the employee, administration of sick leave, STD and LTD, etc.

6. Q. *Can an SPTP Employee's schedule line be selected by others through the provisions of Article 12.02 when a new schedule is posted?*
- A. It is recommended that for the length of the Pilot Project, in order to properly assess the usefulness of these projects, that these lines be exempt from the application of Article 12.02.
7. Q. *What if half way through a year either the Employer or the Employee believes that the project is not working out?*
- A. The Employee must have already worked their FTE for the year prior to commencing the non-worked period. Accordingly, the SPTP cannot be cancelled by either party during the non work phase of the project.
- Unless otherwise agreed between the Employer and Employee, the SPTP is an annual undertaking. Either party may cancel at the end of the applicable annual cycle with 12 weeks advance written notice. The SPTP cannot be cancelled during the non-worked portion of the year.
8. Q. *Can a SPTP request to work additional shifts during the non-worked portion of the year?*
- A. Yes. A SPTP can voluntarily work additional shifts, up to full-time annual hours. For example, an Employee who has requested to work a SPTP to match a school calendar to enable the Employee's continuing education, may want to pick up additional shifts during the non-work portion of the SPTP. However, the Employer cannot require an Employee to work during the SPTP. It is recommended that additional work during the non-work portion of the SPTP only be considered at the request of the Employee.

Benefit-Eligible Casual Employee (BECE) Pilot

1. Q. *What exactly is a Benefit-Eligible Casual Employee (BECE)?*
- A. A BECE is a position which is a hybrid of casual and part-time employment. A BECE has a guaranteed FTE (of no less than 0.4 FTE) but no committed hours per shift or shifts per shift cycle. The actual shifts will be determined by the Employer based on the availability provided by the BECE. Unlike a Casual Employee, a BECE has a commitment to work, and is entitled to sick leave, benefits and pensions.

2. **Q.** *Who is responsible for deciding that a BECE is to be created?*
- A. A Casual Employee may request to become a BECE at a mutually agreed FTE, or the Employer may post a BECE. The positing must indicate the specified FTE.
3. **Q.** *Is the Employer required to grant a Casual Employee's request to become a BECE?*
- A. No. An Employer would need to consider such a request in terms of their operational requirements and should consider factors such as the potential impact on retention, staffing requirements, a comparison of costs and benefits, etc. prior to responding to an Employee's request.
4. **Q.** *Can a full-time or part-time Employee become a BECE?*
- A. No. Only a Casual Employee may request to be converted to a BECE. A regular Employee could request to become a Casual Employee, conditional on becoming a BECE, however the Employer is not obligated to grant the request. Once the project is completed or terminated, they would have to apply on a posted vacancy to return to regular status.
5. **Q.** *How does vacation apply to a BECE?*
- A. The Local and the Employer must decide, prior to implementation, how vacation will apply. Some BECE may prefer to take unpaid vacation time and continue to be paid vacation pay on each pay day, others may prefer to take vacation with pay. In either event, the BECE will be required to take vacation and the Employer and the Local should discuss and agree upon the mechanism for booking the vacation time off work, whether it is paid or unpaid.
6. **Q.** *How much availability does the BECE need to provide?*
- A. A BECE must provide shift availability for greater than their guaranteed FTE. For example, if the Employee needs to work eight shifts in the next four weeks to meet his or her FTE, the Employee must provide at least nine shifts where they are available. Providing more than the minimum availability may enhance advanced scheduling of BECE and positively impact the success of the BECE pilot project.

7. **Q.** *How specific can or must the Employee be regarding availability?*
- A.** It was intended that the Employee would provide availability for shifts (i.e.: I am available for day shift or evening shift on that day) rather than start and end times (i.e.: I am available from noon until 1815h on that day).

8. **Q.** *Can a BECE line be selected by others through the provisions of Article 12.02 when a new schedule is posted?*

A. It is recommended that for the length of the Pilot Project, in order to properly assess the usefulness of these projects, that these lines be exempt from the application of Article 12.02.

9. **Q.** *What if the BECE Pilot Project is just is not working out as expected?*

A. Either the Employee or the Employer can terminate a BECE project. An Employee must provide 28 days notice of termination, after which the Employee resumes their previous status as a Casual Employee.

The Employer may also terminate, in which case the BECE reverts to casual status. The provisions of Article 15 would not apply in these circumstances.

10. **Q.** *Can a BECE involve more than one unit or more than one site?*

A. There is no requirement that only one unit or site be involved. However, because this is a Pilot Project, the more schedules and other variables involved, the greater the likelihood that issues will arise that may influence the success of the project. If a BECE is going to involve more than one site, the provisions of Article 44 would apply.

Due to the complexity of the BECE Pilot Project, it is recommended that a BECE be restricted to a single site or program unless otherwise mutually agreed otherwise.

11. Q. *Can a BECE refuse to work a shift they had previously advised the Employer they would be available to work?*
- A. Once the BECE has provided her or his availability for the flexible portion of the Employee's FTE, it is expected that the Employee will be available to work those shifts. If the BECE has other employment as well, the Employee can not book those shifts elsewhere, or make other arrangements that would make them unavailable to work.

The BECE does have access to sick leave, bereavement leave, etc, and may be unavailable to work as a result of these types of absences. For those absences specially listed in the collective agreement, the BECE would not have to provide additional availability.

12. Q. *What happens if the Employer is unable to provide enough shifts during the indicated availability period to meet the FTE commitment for the BECE?*
- A. If this occurs, the BECE is paid by the Employer up to the agreed FTE. The Employee is not required to make up the shifts at a later date.