

Letter Of Understanding #8 (LOU #8)

Between

Aakom Kiyii Health Services
(Hereinafter Referred To As The “Employer”)

And

The United Nurses Of Alberta, Local #416
(Hereinafter Referred To As The “Union”)

RE: Hours of Work and Scheduling Provisions for Employees at the Aakom Kiyii Detox Centre

As Aakom Kiyii received funding for a Detox Centre, and will require Registered Nursing staff 24/7, this Letter of Understanding is written to provide general guidelines for RN's working 12-hour shift pattern. Understanding that each Article in the Collective Agreement could be modified to ensure contract compliancy with respect to a 12-hour rotation, it is the parties' interest to collaborate on any changes to the agreement as they arise. In the meantime, LOU (#8) is to provide a general framework for major articles within the agreement. Notwithstanding the Articles set out below, if there is a discrepancy in the changes to the agreement, the UNA Provincial Agreement shall be the guiding document for discussion and resolution.

1.0 Regular Hours of Work

Employees, in the course of their regular duties may be required to work on various shifts throughout the 24-hour period of the day and the seven (7) days of the week.

- (a) Regular hours of work for Full-Time Employees, exclusive of meal periods:
 - (i) 11.08 consecutive hours per day; and
 - (ii) 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall:
 - (i) Include, as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working shift of 11.08 hours; and
 - (ii) Exclude, two (2) meal period of 30 minutes to be scheduled by the Employer during each working day.

- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their shift. or, where not possible, paid at 2X their regular pay for the meal period.
- (e) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate of pay. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the shift involved shall be affected with the appropriate deduction in regular earnings.

2.0 Shift Schedules

Except in cases of emergency or by mutual agreement between the Employee and the Employer Shift Schedules shall provide for:

- (a) at least eight (8) hours off duty between shifts;
- (b) at least two (2) consecutive days of rest.

2.01 Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

3.0 Overtime

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 11.08 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an Exempt Manager who may authorize overtime.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate but must be taken before March 31 of the fiscal year (April 1 - March 31). Overtime will not be paid out.
- (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.

3.01 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.



- 3.02 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 beginning at the first hour the Employee reports to work.
- 3.03 Overtime is all time authorized by the Employer and worked by an Employee in excess of 11.08 hours per day or on scheduled days of rest.
- 3.04 Following working a day shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal at no cost to a maximum of \$10.00.

4.0 Vacation with Pay

- (a) Vacation time shall be accrued as per Article 15, but pro-rated for an 11.08 hour per day schedule.
- (b) Vacation time shall be taken in accordance with Article 15.
- (c) Detox Centre Employees qualify for Supplemental Vacation.
- (d) All provisions within the Article apply to Detox Centre Employees.

5.0 Named Holidays

- (a) For full-time Employee's, Named Holiday's shall be taken at the rate of 11.08 hours
- (b) All Named Holidays in the agreement shall apply to Detox Centre Employees.

6.0 Leaves

- (a) All leaves within the Collective Agreement shall be afforded to the Employee in accordance with the Articles within the agreement. All hours shall be taken as 11.08 hours per shift.
- (b) This includes, but not necessarily inclusive of; Vacation (Article 15), Named Holidays (Article 16), Leaves of Absence (Article 19).

7.0 Shift Differential

- (a) A Shift differential of \$5.00 per hour shall be paid:
- (i) to Employees working a Shift where the majority of such Shift falls within the period of 2000 hours to 0800 hours; or



(ii) to Employees for all overtime hours worked which fall within the period of 2000 hours to 0800 hours.

(b) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

8.0 Weekend Premium

A weekend premium of \$3.25 per hour shall be paid:

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 64-hour period commencing at 2000 hours on a Friday.
- (b) to Employees working a Shift either Day or Night on Saturday and/or Sunday.
- (c) to Employees for all overtime hours worked which fall within the Weekend.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes at 2000 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- (e) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

9.0 Part-Time and Casual Employees

All Articles within the Agreement that apply to 12-hour Part-time and Casual Employee's shall be pro-rated based on the provisions in the agreement.

Regina M
Cynthia PROVOST
PIUKANI NATION COUNCILLOR
HEALTH COMMITTEE CHAIR

FEB 25, 2024

Liz Gills
Labor Relations Officer
United Nurses of Alberta
March 3, 2024