

In a Collective Bargaining Dispute under the Labour Relations Code

between

**Alberta Health Services / Acute Care Alberta / Assisted Living Alberta /
Cancer Care Alberta / Emergency Health Services / Give Life Alberta /
Health Shared Services / Lamont Health Care Centre / Primary Care
Alberta / Recovery Alberta / The Bethany Nursing Home of Camrose,
Alberta/ (the Employer)**

and

Health Sciences Association of Alberta (the Union)

MEDIATOR’S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

November 14, 2025

The parties to the dispute have been in negotiations to renew the collective agreement which expired on March 31, 2024. They met for multiple days starting in March 2024. They engaged in voluntary mediation under section 64 in November 2024 and January 2025.

On May 13, 2025, I was appointed under section 65 of the Labour Relations Code to assist the parties. Mediation meetings occurred on June 24, 25, 26, 27, July 7 and 8, July, 30 and 31, and August 10, 2025. On August 14, 2025 the parties reached a tentative agreement which the union membership did not ratify.

In October, the parties asked me to return to mediation with them. We met on November 12, 13 and 14, 2025. During that mediation session, the parties worked with the rejected tentative agreement to amend it or add to it. They agreed to a few amendments and also asked that I prepare a Mediator’s Recommendation for Terms of Settlement on the outstanding issues and have agreed to take the Mediator’s Recommendations to their constituents for ratification.

Through the entire mediation process the parties discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. The Union shared a summary of its members perspectives after the tentative agreement was rejected. They discussed in detail their respective proposals and counter proposals. They shared information on the factors and any comparators impacting their dispute. Both

parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify.

I believe that releasing a mediator recommendation, as set out in the Alberta Labour Relations Code 65 (6)(a), is the right step now to assist the parties in completing a settlement.

I assessed the parties' positions on the outstanding items and agreed items and determined that the enclosed recommendations, along with the previously agreed items and the agreed items during this last mediation session make up a suitable package for settlement of all outstanding issues between the parties. These recommendations represent, in my opinion, the best indication of a possible settlement for the terms for the collective agreement.

Structure of this Document

This document contains three parts:

- recommendations on outstanding items;
- Appendix “A” containing additional items agreed between the parties during mediation on November 12 – 14, 2025; and
- Appendix “B” containing the original items agreed between the parties during bargaining or mediation which are captured in the Tentative Agreement dated August 14, 2025 (the Tentative Agreement).

Items Not Within Recommendations or Appendix A

If an outstanding proposal from either party was to amend, add to, or delete from the collective agreement but is not in the Recommendations on Outstanding Items or in Appendix “A” Tentative Agreement or in Appendix “B” Additional Items Agreed To By The Parties, the collective agreement will remain unchanged.

Recommendations On Outstanding Issues

The recommendations below deal with the outstanding items between the parties.

1. Article 33.04(e) – PERSONAL LEAVE

The current agreement requires new employees hired after January 1st of each year to wait up to 15 months before they can access personal leave days. The Union sought to enable

these new employees to immediately access their leave days on a prorated basis in the following language:

New Employees hired after January 1st of each year shall have their Personal Leave Days prorated.

The Employer disagreed because personal leave days are “loaded into an employee’s bank on April 1 of each year” and proposed the following language:

New Employees hired after January 1st of each year shall receive Personal Leave Days effective April 1 of that same year.

I recommend the language in the agreement be amended to match the Employer’s proposed language.

2. Letter of Understanding – LONG SERVICE PAY ADJUSTMENT (LSPA)

This was a new LOU agreed to by the parties in the tentative agreement but the dispute is about the effective date. The tentative agreement says the LSPA is effective April 1, 2026, which the Employer still adopts. The Union said the effective date was a factor in the rejection of the tentative agreement. It seeks implementation on the date of ratification. The LOU reads:

The Parties recognize that there are a number of experienced Employees. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system. As such, in addition to the rates of pay specified in the Salary Appendix, effective _____ an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). This shall form part of the Employee’s Basic Rate of Pay.

This Letter of Understanding will expire March 31, or upon the date of ratification of the next Collective Agreement, whichever is later.

I recommend the LSPA be effective on the Date of Ratification.

3. Letter of Understanding – TRIAL OF AUTOMATIC PROGRSSION BETWEEN EMERGENCY MEDICAL SERVICES (EMS) CLASSIFICATION SERIES

In the tentative agreement, the parties agreed to a new Letter of Understanding (LOU) to trial an automatic progression between Emergency Medical Services classification series and included a one-time transition and recognition for employees who had advanced in classification since April 1 2024. The disputed clause read:

Effective the date of ratification, current Employees who advanced in classification since April 1, 2024, shall have their salary adjusted to reflect the same step to step progression on the wage grid provided they have not already surpassed that step

The Union said the lack of inclusion of all eligible employees was a factor in the rejection of the tentative agreement and it could result in longer service employees being paid less than shorter service employees in the same classification. It proposed that all eligible employees be able to access the one-time recognition, using the following language:

Employee's currently in a PCP or ACP role, will on a one-time basis have their wage step made equivalent to the step they were at prior to advancing to the higher classification along with any additional step(s) accumulated after advancing. Any remaining hours will be maintained for future step increases effective date of ratification.

I recommend the one-time recognition be available to all eligible employees and that the LOU be amended to include the Union's proposed language. The amended LOU will now read:

Whereas the Parties endeavour to support the recruitment and retention of EMS Employees with the Employer, AND

Whereas the Parties agree that a seamless transition between EMS classifications (Emergency Medical Responder (EMR) to Primary Care Paramedic (PCP) or PCP to Advanced Care Paramedic (ACP)) is important upon the successful completion of a required education program, change of designation training and registration, AND

Whereas the Parties agree that such progression encourages EMS Employees to further their EMS education and achieve advanced EMS designations, while remaining with the Employer, AND

Whereas the Parties agree that allowing individuals the ability to remain at their current Site, to the extent possible, after successfully completing EMS education and training supports long-term retention,

Now therefore, the Parties agree to allow, on a trial basis, automatic progression when an Employee changes professional designation from an EMR to a PCP, or from a PCP to an ACP.

An EMR advancing to a PCP or a PCP advancing to an ACP either through this Letter of Understanding or via Article 29 will be placed on the same step in the new classification wage grid as in the previous wage grid (i.e., step 4 PCP to step 4 ACP).

Employee's currently in a PCP or ACP role, will on a one-time basis have their wage step made equivalent to the step they were at prior to advancing to the higher classification along with any additional step(s) accumulated after advancing. Any remaining hours will be maintained for future step increases effective date of ratification.

Current Employees will have sixty (60) days following the date of ratification to notify the Employer of such inclusion. If on a leave of absence, the Employee shall be granted sixty (60) days following their return to work date.

Current enrollees in a PCP or ACP education program shall have consideration under this Letter of Understanding using the same qualification parameters.

The following consideration will apply to all areas not covered by EMS Letter of Understanding #3 and Letter of Understanding #4.

Prior to enrolment into one of the above noted classifications' education programs, the Employee will notify the Employer and the Union and request consideration under this Letter of Understanding. Approval will be granted based on operational feasibility (i.e.: vacancy rate, budget and recruitment trends). Such considerations will be shared with the Union.

Approval will be on a first come first served basis by Zone and will be honoured for the next program intake, after which:

1. The Employee will, on a one-time basis, be permitted to transfer to a vacant schedule at their Site to advance to the next level of classification (EMR to PCP, or PCP to ACP). A process-based waiver of posting will be used to support this initiative.
 - (a) An EMR who has advanced to a PCP, or a PCP who has advanced to ACP will be provided with a vacancy list within their current Site to identify schedules in the new classification available for them.
 - (b) When a vacant schedule is not immediately available at the Employee's Site, the Employee will temporarily continue working their current schedule in the higher classification. When a vacant schedule(s) becomes available, the Employee will either select from the available vacant schedule(s) based on seniority or be assigned to an available vacant schedule in order of seniority and transferred into the higher classification.
 - (c) Should the Employee reject the assigned schedule in the higher classification, the Employer and Employee shall meet to discuss, and when no extenuating circumstances exist, the Employee will revert to their previously held schedule in their former classification as an EMR or PCP.
2. Any subsequent transfers or promotions must be in accordance with Article 29 of the Collective Agreement.

4. Salaries Appendix - ADDENDUM A: LOCAL CONDITIONS SUPPLEMENTAL SALARY SCHEDULES – ADDITIONAL UNDER MARKET ADJUSTMENTS

The Union sought new market adjustments for more classifications than were agreed to in the tentative agreement. It relied heavily on vacancy rates to justify the market

adjustments. The Employer disagreed on the basis of its market-based pay policy which averages salary and total compensation within the Ontario-West market.

Based on the information provided by the parties, I recommend the following additional classifications receive a market adjustment effective the Date of Ratification:

Diagnostic Sonographer I, II – an additional 4.9% wage adjustment to all steps

Nuclear Medicine Technologist I, II – an additional 1.6% wage adjustment to all steps.

5. Letter of Understanding - CLASSIFICATION REVIEW OCCUPATIONAL THERAPIST /PHYSIOTHERAPIST/SPEECH-LANGUAGE PATHOLOGIST/ AUDIOLOGIST/ KINESIOLOGIST

The Union sought a market adjustment for Occupational Therapists and Physiotherapists based on their required education qualifications. The Employer suggested a joint classification review of these and related classifications to further investigate the appropriate classification grid levels and proposed a Letter of Understanding to guide the work.

I recommend the approach of the Employer for a joint classification review based on the following Letter of Understanding:

Purpose

The purpose of this Letter of Understanding is to confirm the agreement between AHS and HSAA to jointly conduct a comprehensive review of the classification structure for the following professions:

- Occupational Therapists (OT) I/II/III
- Physiotherapists (PT) I/II/III
- Speech-Language Pathologists (SLP) II/III
- Audiologist (AUD) I/II
- Kinesiologists (KIN)
- Exercise Specialist (ES)

Background

- Current standard provincial job descriptions exist for OT, PT, SLP and AUD positions at various levels. These will serve as the foundation for the review.
- Entry-level registration with Alberta regulatory colleges for OT, PT, SLP and AUD requires a Masters' degree.

Scope of Review

- Review and validate job descriptions for OT, PT, SLP, AUD, KIN and ES positions across the province at levels I, II, and III.

- Confirm alignment of duties, responsibilities, and qualifications.

Process

- AHS and HSAA will establish a joint working group to discuss matters related to the review.
- Matters to be discussed by this group include but are not limited to:
 - o Current job descriptions and actual duties performed.
 - o Discrepancies in classification specifications and required updates.
 - o Recommendations for adjustments to classification structures, as appropriate

No Employee'(s) salary shall be negatively impacted as a result of this review.

Ratification by The Parties

These Recommendations are subject to ratification by the parties under section 65 (6) of the *Labour Relations Code*.

I encourage both parties to give serious consideration to these recommendations as a basis for settlement of the outstanding issues to enable them to move forward with local bargaining.

I request that each party officially advise me, by email on or before 5:00 pm, Wednesday, November 26, 2025, if you accept or reject these recommendations. Please copy the other party. If this deadline is unworkable due to scheduling issues, then please request an extension in writing, with a copy to the other party.

I am still assigned to the file and am available to help you if you need it. Thank you for your assistance in the process.



Deborah M. Howes, C. MED.
Mediator

cc. Adrien Graci, Director of Mediation Services

APPENDIX “A” – Additional Items Agreed To By The Parties

The attached documents have been prepared by and provided by the parties.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

- 29.01
- (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement.
 - (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
 - (c) Subject to Article 29.05 ~~where~~ **when** vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit. **When considering external applicants for posted vacancies, the determining factors shall be experience, performance and qualifications applicable to the position.**

Where these factors are adjudged by the Employer to be relatively equal, the order of consideration for filling vacancies shall be:

- (i) **Employees of other Provincial Health Agencies or Provincial Health Corporations or Employers that are signatories to this collective agreement; then**
 - (ii) **all other external candidates.**
- (d) The notice of posting referred to in Article 29.01(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work and FTE;
 - (iv) status of position (Regular, Temporary, Casual);
 - (v) expected term if the position is Temporary;
 - (vi) salary; and
 - (vii) for information purposes only, current Site(s).
 - (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Union office within seven (7) calendar days of the posting.

- 29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.
- 29.03 The appropriate Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.
- 29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the Employee in writing and reasons shall be given, then the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- The reinstatement or placement of an Employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.
- (b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.
- (c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the Employee and the Employer.
- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

29.06 Upon request of either party, the Employer and Union shall meet (in-person or via telephone) to discuss the criteria utilized in awarding a promotion or transfer.

Note: Clause 29.07 (a) amended for EMS in Local Conditions (Page 216)

29.07 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours worked, exclusive of overtime, in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement between the Union and the Employer. The Employer shall provide an evaluation of the Employee prior to the completion of the trial period. Should such Employee fail to succeed or request to return to their former position/status, during the aforementioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position/status., or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position/status.

(b) Pursuant to Article 29, an Employee who achieves a transfer to a different position shall be transferred in a timely manner. Should the agreed upon transfer date be delayed by the Employer by more than twenty-eight (28) days, the Employee shall suffer no loss of income as a result of the delay.

29.08 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than their current **Basic Rate of Pay** or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current **Basic Rate of Pay**, or if such salary increase is less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.

29.09 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.

29.10 (a) When, because of inability to perform the functions of a position or by their request, an Employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service as provided in Article 15.

- (b) When, because of inability to perform the functions of a position due to illness or injury, an Employee accommodated into a classification in the bargaining unit to which is assigned a lower salary scale, they shall move to the pay step of the lower salary scale that is closest to but not higher than their present Basic Rate of Pay.

29.11 Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

29.12 **Employment in Multiple Positions**

- (a) The Parties agree that this applies to Employees who hold more than one (1) position within the bargaining unit or to Employees who subsequently attain more than one (1) position within the bargaining unit.
- (b) An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
- (c)
 - (i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
 - (ii) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Article.
- (d) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Personal Leave, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Appendix and Seniority, provided that the following conditions are met:
 - (i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (ii) the regular hours of work to be combined are associated with regular part-time positions; and
 - (iii) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and Employee mutually agree to waive the scheduling provision of Article 11 in the Collective Agreement.

- (e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
- (f) An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
- (g) An Employee who holds multiple positions would have the earliest “seniority date” recognized for the purpose of Article 28.
- (h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1st) probationary period, with probation in second (2nd) and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
- (i) Layoff and recall provisions shall apply individually to each position.
- (j) An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
- (k) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days’ notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
- (l) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

ARTICLE 51: PROFESSIONAL FEE REIMBURSEMENT

- 51.01 (a)** The Employer shall reimburse Regular **and Temporary** Employees up to five hundred and four dollars (\$504) per registration year for professional fees **or** dues for active licensure in their professional college, association, licensing or governing body upon proof of payment by the Employee.
- (b)** In order to qualify for such reimbursement, Employees are required to have accumulated eight hundred and ten hours (810) actually worked **combined between all Employers signatory to this Collective Agreement** and paid at the Basic Rate of Pay in the previous year. **Employees who work at multiple Employers signatory to this collective agreement shall only be eligible for a total maximum reimbursement of five hundred and four dollars (\$504). Employees shall comply with the administrative controls in place to prevent reimbursement in excess of the annual maximum.**

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: RADIOPHARMACIST, PHARMACIST I AND II REVIEW

During the current round of collective bargaining, the Parties identified step and pay grade differentiation issues with the Radiopharmacist, Pharmacist I and Pharmacist II pay grades. Given the historical nature and duration of this situation, within one hundred and twenty (120) days of ratification the Parties will meet to identify possible resolutions and steps for implementation.

APPENDIX “B” – Tentative Agreement (Original Items Agreed Between The Parties)

The attached documents have been prepared by and provided by the parties. The following items in the Tentative Agreement have been amended by either the Mediator’s Recommendations or the agreement of the parties shown in Appendix “A”.

- Article 29.01(c)(i)
- Article 33.04(e)
- Article 51.01(a) and (b)
- Letter of Understanding re Long Service Pay Adjustment (LSPA)
- Letter of Understanding re Trial of Automatic Progression Between Emergency Medical Services (EMS) Classification Series

TENTATIVE AGREEMENT

Between

Alberta Health Services
and
Acute Care Alberta
and
Assisted Living Alberta
and
Cancer Care Alberta
and
Emergency Health Services
and
Primary Care Alberta
and
Recovery Alberta
and
Lamont Health Care Centre
and
The Bethany Nursing Home of Camrose, AB
and
Health Sciences Association of Alberta

NOTE #1: This document addresses amendments, additions and deletions to the current collective agreement language **ONLY**. Any/all current language not specifically addressed in this document is to be considered unchanged.

~~RED~~
BLUE

deleted language
new language

NOTE #2: The Parties agreed to amend the collective agreement to reflect:

1. All Letters of Understandings will be updated to reflect:

ALBERTA HEALTH SERVICES (AHS)
AND
PROVINCIAL HEALTH AGENCIES (PHA) INCLUDING BUT NOT LIMITED TO
RECOVERY ALBERTA AND ANY PROVINCIAL HEALTH CORPORATIONS
AND
HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

(hereinafter collectively referred to as the “Parties”)

The amendments will be completed during the proofing of the agreement and are not specifically reflected in this package.

SALARIES APPENDIX
PARAMEDICAL TECHNICAL
PARAMEDICAL PROFESSIONAL
EMERGENCY MEDICAL SERVICES

ADDENDUM A: LOCAL CONDITIONS
SUPPLEMENTAL SALARY SCHEDULES

General Wage Increases:

Effective April 1, 2024: 3% for all classifications / all steps

Effective April 1, 2025: 3% for all classifications / all steps

Effective April 1, 2026: 3% for all classifications / all steps

Effective April 1, 2027: 3% for all classifications / all steps

Under Market Adjustments:

Effective Date of Ratification:

- Emergency Communications Officer and Emergency Communications Officer Team Lead – 8.44%
- Primary Care Paramedic, Primary Care Paramedic Team Lead, Primary Care Paramedic Supervisor – 8.44%
- Advanced Care Paramedic, Advanced Care Paramedic Team Lead, Advanced Care Paramedic Supervisor, Public Education Officer, Clinical Educator – 4%
- Psychologist I and II – 6.1%
- Neuropsychologist (Supplementary Salary Schedule Former Calgary Health Region) – 6.1%
- Psychologist (Local Conditions Applicable to Calgary Community (Including Airdrie and Cochrane) – 6.1%

Cardiovascular Perfusionist I and II:

Date of ratification - implementation of new grids whereby steps 1, 2 and 3 are eliminated and new steps 7, 8 and 9 are created at the end of the grid.

Example: An Employee who is currently on step 1 at date of ratification will move to the new step 1. An Employee who is on step 9 will move to the new step 9 on date of ratification using the Recognition of Previous Experience Article 15.

Collective Agreement

between

The Health Sciences Association of Alberta
(Paramedical Professional and Technical Employees)

-and-

Alberta Health Services

-and-

Acute Care Alberta

-and-

Assisted Living Alberta

-and-

Cancer Care Alberta

-and-

Emergency Health Services

-and-

Primary Care Alberta

-and-

Recovery Alberta

-and-

Lamont Health Care Centre

-and-

The Bethany Nursing Home of Camrose, AB

April 1, 2024 to March 31, 2028

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Alberta Health Services exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, ~~2024~~ 2028, and from year-to-year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:
- (a) a settlement is agreed upon and a new Collective Agreement is ratified; or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or
 - (c) a strike or lockout commences.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

Note: Additional Clause 2.15 for EMS in Local Conditions (Page ~~204~~)

In this Collective Agreement:

- 2.01 “Code” means The Labour Relations Code as amended from time-to-time.
- 2.02 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 “Union” means The Health Sciences Association of Alberta.
- 2.04 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of the premium payable as set out in Article 18.01, **the educational allowance payable as per Letter of Understanding #28 and the Long Service Pay Adjustments payable as per Letter of Understanding #XX** but exclusive of all other allowances and premium payments.
- 2.05 “Employee” means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical technical or paramedical professional nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

- 2.06 All Employees will be designated as follows:
- (a) “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) “full-time Employee” is a regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
 - (ii) “part-time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.
 - (b) “Casual Employee” is a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for an absence the duration of which is three (3) months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months and less than twelve (12) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
 - (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Extension requests shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.
- 2.07 “Employer” shall also mean and include such Officers as may, from time-to-time, be appointed or designated by the Employer to carry out its administrative duties.
- 2.08 “Site” means the building or series of proximate buildings established by the Employer as a designated work location for Employees.
- 2.09 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.10 “Month” is the period of time between the date in one month and the preceding date in the following month.
- 2.11 Throughout this Collective Agreement, a word used in the singular applies also in the plural and vice versa.

- 2.12 “Board” means the Board of Directors of the applicable organization.
- 2.13 “Steward” means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the collective agreement.
- 2.14 “Local Unit Representative” means a Union member and Employee of the Employer who has been appointed by the Local Unit.
- 2.15 “Residence” means current residence as documented in Employer payroll records.
- 2.16 “Emergency” means an unforeseen combination of circumstances or the resulting state that calls for immediate action. A situation is not an Emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could have been or can still be taken to deal with the circumstances.**

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement. **The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make, alter, and enforce, from time-to-time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND UNION BUSINESS

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the certificate issued by the Labour Relations Board, and any amendments thereto (Informational list of participating Employers and Bargaining Certificate Numbers included after Local Conditions)
- 4.02 The Union will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**
- 4.03** No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

- 4.04 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the Union.
- 4.05 An Employee shall not engage in Union business during their working hours without prior permission of the Employer.
- 4.06 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.07 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Union two (2) weeks in advance of the orientation where practicable. Where the representative of the Union is a Steward or Local Unit Representative there shall be no loss of pay for time spent at the presentation.
- 4.08 Local Unit Representatives
- The name of the Local Unit Representatives shall be supplied in writing to the Employer before they are recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.09 Stewards
- (a) An Employee authorized by the Union to act as a Steward shall provide a copy of such authorization to their manager upon such appointment. The Union shall provide a list of all Stewards ~~inclusive of their level within the program~~, on an annual basis and at the request of the Employer.
 - (b) The Steward shall be allowed reasonable time while on duty without loss of regular earnings to perform their duties. Steward duties may include:
 - (i) Accompanying an Employee at a formal investigation or disciplinary meeting called by the Employer.
 - (ii) Processing grievances including preparation and attendance at grievance hearings.
 - (iii) Meeting with new Employees consistent with Article 4.06.
 - (c) It is the sole responsibility of the Union to arrange the attendance of a Steward for 4.08 (b)(i) and (ii) above.

- (d) When it becomes necessary to leave work for these functions, a Steward shall obtain permission from their supervisor to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

- 5.01 Membership in the Union is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
- (b) For the purposes of this Article, “gross earnings” shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than thirty (30) days’ notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Union shall give not less than thirty (30) days’ notice of a Special Assessment deduction.
- 5.07 An electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.
- 5.08 In the event of a strike or lockout the timelines required for the Union to provide notice of a change to the rate at which dues are to be deducted or for a Special Assessment deduction listed in articles 5.04 and 5.06 shall be reduced to not less than fourteen (14) days.**

ARTICLE 9: PROBATIONARY PERIOD

Note: Clause 9.01 amended for EMS in Local Conditions (Page 204)

- 9.01 A newly hired Regular or Temporary Employee shall serve a probationary period of five hundred and three and three-quarter (503 ³/₄) hours worked exclusive of training and up to sixty (60) hours of paid orientation immediately following the date on which the current period of continuous employment commenced. During the period, the Employee shall be given regular feedback regarding their performance.

Upon transfer to a Regular or Temporary position, hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

- 9.02** An Employee must complete their probationary period prior to transferring to or accepting another position with the Employer, unless prior approval is granted by the Employer. Where the request is denied, the Employer will respond in writing and reasons shall be given within five (5) working days. The Employer shall not unreasonably deny such request for approval.
- 9.03** The Employer shall provide a written evaluation to each probationary Employee prior to the completion of their probationary period. The written evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice. The Employee may access the Grievance Procedure at Step 2 (46.02(c)), without recourse to Optional Mediation (External) (46.02(d)) or Step 3 of the Grievance Procedure (46.02(e)), and Article 47 (Grievance Arbitration).
- 9.04** An Employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.
- 9.05** If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended by up to five hundred and three and three-quarter (503 $\frac{3}{4}$) hours, if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given regular feedback regarding their performance.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

Note: Article 11 is not applicable to EMS; it is combined with Article 10 in EMS Local Conditions (Page 204)

- 11.01** An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 11.02** **Shift Scheduling Standards and Premiums for Non-Compliance**
- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
 - (iii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;

- (iv) not more than six (6) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), (iii), or (iv) and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of two times (2X) their Basic Rate of Pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;
 - (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
 - (iv) failure to provide fifteen (15) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.
 - (v) failure to provide not more than six (6) consecutive scheduled days of work, in accordance with Article 11.02(a)(iv) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on any consecutive scheduled day of work beyond six (6) days.**
- (c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

11.03 **Schedule Posting and Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted twelve (12) weeks in advance. The Employer shall provide the Union with a copy of each shift schedule upon request. If a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).
- (b) Unless an Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on such day(s) unless such change is at the Employee's request.
- (c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.
- (d) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work or to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift or return to duty at a later hour, they shall receive their Basic ~~hourly~~ Rate of Pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 **Employee Shift Trading**

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer. Shift and/or day off exchanges may be made up to twelve (12) weeks in advance.

ARTICLE 12: OVERTIME

12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours or their regularly scheduled shift (whichever is greater) or on scheduled days of rest. Overtime worked immediately following or immediately preceding an Employee's scheduled shift will be paid at two times (2X) the Employee's basic hourly rate. This overtime payment will cease and the Employee's Basic Rate of Pay will apply at the start of the next regular working period.

- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter (7 3/4) hours or their regularly scheduled shift (whichever is greater), two times (2X) their Basic Rate of Pay, exclusive of meal periods, if taken. This overtime payment will cease and the Employee's Basic Rate of Pay will apply at the start of the next regularly scheduled shift.
 - (b) For work on scheduled day(s) of rest, two times (2X) their Basic Rate of Pay. This overtime payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next scheduled shift.
- 12.05 The Employer shall limit the use of mandatory overtime.**
- 12.06 An Employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to their place of residence.
- 12.07 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments.
- (a) Unless mutual agreement between an Employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, overtime banks shall be paid out in the first full pay period after March 1 every year.
 - (b) If an Employee chooses to bank overtime, such lieu time shall be banked at one times (1X) their Basic Rate of Pay, and they shall be paid out at one times (1X) their Basic Rate of Pay.
 - (c) Lieu time banks shall not exceed forty-eight (48) hours at any given time.
- 12.08 (a) Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- (b) Article 12.078(a) shall have no applicability to EMS Employees who are covered under the provisions of Article 10.07 of the EMS Local Conditions.
- 12.09 (a) Rest periods and meal periods shall be provided in accordance with Article 10.02.
- (b) Article 12.089(a) shall have no applicability to EMS Employees who are covered under the provisions of Article 10 of the EMS Local Conditions.

- 12.10 An Employee who works more than four (4) hours of overtime immediately following a shift shall be provided with access to a meal at no cost.

ARTICLE 13: ON-CALL DUTY

Note: Article 13 replaced in its entirety for EMS in Local Conditions (Page 240)

- 13.01 The term “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty and/or available for electronic consultation.

- 13.02 Unless otherwise agreed between the Employer and the Union, on-call periods shall be scheduled at least twelve (12) weeks in advance except in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days’ notice shall be paid at the ~~higher~~ on-call rate.

If, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless fourteen (14) days’ notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

- 13.03 Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the ~~higher~~ on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The ~~higher~~ on-call rate shall apply until an Employee has two (2) consecutive days off without being on-call. ~~Where A~~ ~~an~~ ~~Employee is~~ ~~may be~~ on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another Employee, ~~the regular on-call rates shall apply.~~

- 13.04 Regulations in respect of approval or authorization for on-call duty and electronic consultations and the procedures which are to be followed by an Employee shall be prescribed by the Employer.

13.05 **On-Call Pay**

For each assigned hour or part thereof, of authorized on-call duty, an Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of ~~seven dollars (\$7.00)~~ ~~three dollars and thirty cents (\$3.30)~~ per hour; and
- (b) on days off and Named Holidays, the sum of ~~seven dollars (\$7.00)~~ ~~four dollars and fifty cents (\$4.50)~~ per hour. A Named Holiday or non-work day shall run from zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

- 13.06 An Employee called back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.07; and

- (b) given compensating time off at their Basic Rate of Pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07

Call-Back Pay

- (a) When an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the Basic Rate of Pay. An Employee called back to duty will notify the Site supervisor or designate prior to leaving the Site upon completion of the procedure(s) or examination(s) for which they were called back. Any further requests for emergent procedures received by an Employee prior to leaving the Site following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; they shall be paid for all hours worked, or for three (3) hours, whichever is greater, at two times (2X) their Basic Rate of Pay. Such Employee shall be entitled to the provisions of Article 13.10.

13.08

The Employer shall make every effort to avoid placing an Employee "on-call" on the evening prior to or during scheduled off-duty days.

13.09

- (a) In the twelve (12) hour period immediately preceding an Employee's next regularly scheduled shift an Employee:
 - (i) who works more than six (6) hours pursuant to Article 13.07; or
 - (ii) is called-back to work more than two times (2X);shall be entitled to eight (8) consecutive hours rest, exclusive of travel time before commencing their next scheduled shift, without loss of earnings.
- (b) The Employee in the above situation will advise their ~~S~~supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.
- (c) Due to operational circumstances where an Employee cannot be provided eight (8) consecutive hours of rest in accordance with Article 13.09(a), they shall be paid at two times (2X) their Basic Rate of Pay for all hours worked during what would have been the eight (8) hour rest period.
- (d) This provision is waived if the Employee is granted a request for a shift exchange.

13.10 An Employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least **fifty five cents (\$0.55)** ~~fifty point five cents (\$0.505)~~ or the kilometrage rate paid by the Government of Alberta, whichever is higher, per kilometre from the Employee's residence and return. In those situations where Employer policy requires that the Employee use a taxi **or ride share** for call-back purposes, should the Employee commence their regular shift during the call-back, the Employer will pay the taxi **or ride share** fare from the Site to their place of residence upon completion of the shift providing the Employee uses this mode of transportation.

13.11 **Electronic Consultation**

When an Employee is consulted by any form of electronic means during their on-call period or is authorized to handle client related matters without returning to the workplace, the following will apply:

- (a) An Employee who has not completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at their basic rate of pay for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts. If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the Employee shall be compensated at their **Basic Rate of Pay** for thirty (30) minutes.
- (b) An Employee who has completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts. If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

ARTICLE 14: SALARIES

14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

- (a) be effective on the dates specified therein;
- (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
- (c) form a part of this Collective Agreement.

14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for Regular Full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment as a Regular Full-time Employee.

- (b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have their anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to their change in status.

~~14.03 Both Parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing, on a month to month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date; however, their anniversary date, for annual increment purposes, shall not be changed.~~

Note: Clause 14.03 is not applicable to EMS

- 14.03 (a) A new Employee who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement ~~and who is awaiting registration/licensing/certification examinations or results of same~~ **shall be placed paid ninety percent (90%) of** at the starting rate for the classification level to which they have been hired.

A current Employee that has applied and is the successful candidate on a position and who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement ~~and who is awaiting registration/licensing/certification examinations or results of same~~ shall be placed on the applicable salary grid as per Article 29.08 ~~and shall be paid ninety percent (90%) of that rate.~~

~~Upon proof of having passed the registering/licensing/certifying examination, the salary of such Employee shall be adjusted to the full rate retroactive to date of successful completion of the examination.~~

- (b) A new Employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement ~~and who has not yet fulfilled the requirements for licensure/registration~~ shall be **placed at the** starting rate ~~for~~ **of** the classification level to which they have been hired.

A current Employee that has applied and is the successful candidate on a position and who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement ~~and who has not yet fulfilled the requirements for licensure/registration~~ shall be placed on the applicable salary grid as per Article 29.08. ~~and shall be paid ninety percent (90%) of that rate.~~

~~Upon providing proof of having completed registration requirements, the salary of such Employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing/registration requirements. The provisions of this Article shall not apply to an Employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such Employee shall continue to be paid at the higher rate.~~

- (c)
 - (i) An Employee whose salary is established as per 14.04 (a) or (b) shall not be eligible for salary increments until proof of registration/ licensure /certification has been provided.
 - (ii) Following proof of registration/ licensure /certification the Employee will be placed on the applicable Step in the classification level to which they have been hired based on hours worked.
 - (iii) Employees who are placed per Article 14.04(c)(ii) will not be entitled to retroactive pay for hours worked prior to placement.
- (d) Salary recognition shall be extended to Dietitians who have completed the required internship or its equivalent for registration by starting that individual at the second (2nd) Step of the salary scale.
- (e) Salary recognition shall be extended to a graduate Pharmacist who has completed an accredited residency program in Hospital Pharmacy by starting that individual at the second (2nd) Step of the salary scale.

Salary recognition shall be extended to a Pharmacist who has completed an accredited second year residency program in a Hospital Pharmacy by starting the individual at the third (3rd) Step of the salary scale.

14.04

In the event that:

- (a) an occupied position outside the scope of this bargaining unit is determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and
- (b) the incumbent within such position is therefore determined to be an Employee within the scope of the bargaining unit; and
- (c) the Basic Rate of Pay of such Employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix;

then the Employee, while employed in such position, shall continue to receive their previous rate of pay for a maximum of one (1) year, at which time they shall then receive the applicable rate of pay in the Salary Appendix for the classification to which the position is allocated.

14.06

Sole Charge Capacity

~~Laboratory Technologists, Medical Radiation Technologists, Health Information Management Professionals, Respiratory Therapists, E.E.G. Technologists, Combined Laboratory and X-Ray Technologists and Dietary Technologists who are employed in a sole charge capacity shall be paid at least the Technologist/Technician II rate of pay.~~

14.05 Forensic Allowance

A paramedical technical Employee covered by this Collective Agreement who is required to perform forensic examinations or tests on human remains as requested by a Medical Examiner shall receive, in addition to their basic salary, the sum of thirty dollars (\$30.00) for each such occasion.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

- (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
- (b) two (2) annual increments for two (2) years' experience within the last seven (7) years;
- (c) three (3) annual increments for three (3) years' experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) years' experience within the last nine (9) years;
- (e) five (5) annual increments for five (5) years' experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) years' experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years;
- (h) eight (8) annual increments for eight (8) years' experience within the last thirteen (13) years.

15.02 Additional time worked, measured in hours, and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.

15.03 This Article shall be applicable only to Employees whose date of hire is on or after the date of exchange of ratification of this Collective Agreement.

15.04 At the time of hire, the Employer shall advise Employees in writing as to the applicable pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.

15.05 Employees shall be provided up to sixty (60) days from their start date to provide the necessary documentation for recognition of previous experience, unless an extension is otherwise requested by the Employee within those sixty (60) days. The Employee and the Employer will act reasonably in requesting and agreeing to an extension.

- 15.06** Once placement on the salary scale is established as per this Article such placement shall be paid retroactive to their start date.

ARTICLE 17: RESPONSIBILITY PAY AND PRECEPTOR PAY

FOR TECHNICAL ONLY

- 17.01** (a) When a Technologist I, Technician I, Therapist **I** or EMS Employee is designated supervisory duties, they shall receive one dollar (\$1.00) per hour for such responsibility.
- (b) For the purposes of the application of Article 17.01(a), the reference to Technologist I shall not be deemed to include Physiological Laboratory Technologist I.

17.02 Preceptor Pay

- (a) An Employee assigned by the Employer to act as a preceptor for students in:
- (i) a post-secondary program recognized by the Employer, or
 - (ii) a specialized education, practice or training program recognized by the Employer,
- shall receive an additional two dollars (\$2.00) per hour for such responsibility and approved hours.
- (b) The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.
- (c) “Preceptor” shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 17.02(a) above.

ARTICLE 18: TEMPORARY ASSIGNMENTS

- 18.01** When an Employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, they shall be paid in accordance with the provisions of Article 29.08. This provision shall not apply where the period of temporary assignment is less than one (1) full shift. **An Employee so directed shall receive any overtime or call-back premiums based on the higher Basic Rate of Pay.**

18.02 Temporary Out-of-Scope Assignment

When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour. An Employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement.

- 18.03** During periods of temporary assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher Basic Rate of Pay.

ARTICLE 19: AMBULANCE DUTY ~~AND CAMP ALLOWANCE~~

Note: Article 19 is not applicable to EMS

19.01 (a) Ambulance Duty

An ~~paramedical-technical~~ Employee **assigned to** accompanying a patient being transferred by ambulance and/or aircraft shall be entitled to receive fifty dollars (\$50.00) per round trip beyond a radius of thirty-five (35) kilometres from their place of employment in addition to their Basic Rate of Pay, and if applicable, overtime premium on the same basis as if they had been working at the Site. The Employee shall be reimbursed for reasonable and substantiated expenses incurred directly as a result of such duty.

~~(b) Camp Allowance~~

~~For each twenty-four (24) hour period spent in a camp setting, a forty dollar (\$40.00) camp allowance shall be paid to participating Employees. In the event that an Employee is incapacitated as a result of an accident sustained in the discharge of their duties while participating in this program, it is understood that the provisions of Article 24 shall apply.~~

ARTICLE 20: TRAVEL EXPENSES

~~Note: Clause 20.01 amended for EMS in Local Conditions (Page 213)~~

20.01 For the purposes of calculation and administration of travel and subsistence expenses each Regular and Temporary Employee will be assigned to one of the following work locations. Designated work locations will be defined as follows:

- (a) Facility: applicable only to Employees working in or out of a facility.
- (b) Office **or station**: applicable only to Employees who provide services in the community or are assigned to a geographic location and work in or out of a regular office **or station**.
- (c) Start Point: applicable only to Employees who are assigned to a geographic area without a specific office, their designated work location shall be the centre of the geographic area.
- (d) Site: applicable only to Employees who work in multiple positions. Each Site shall be its own designated work location.

20.02 (a) When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the ~~rate of sixty-one cents (\$0.61) per kilometre or the~~ highest non-taxable **rate per kilometre rate** allowed by Canada Revenue Agency, ~~whichever is higher~~ for all required travel necessitating the use of their automobile. An Employee who is required to provide an automobile for use in their employment shall not be required to use an Employer-provided automobile in place of their personal automobile.

- (b) (i) An Employee who is not required to provide an automobile for use in their employment shall use an Employer-provided automobile when directed by the Employer.
 - (ii) When an Employer-provided automobile or alternate transportation is not available, an Employee may choose to drive their own automobile and they shall be reimbursed at the rate of ~~fifty point five cents (\$0.505)~~ **fifty five cents (\$0.55)** per kilometre or the kilometerage rate paid by the Government of Alberta, whichever is higher.
 - (c) (i) Where an Employee is required by the Employer to provide an automobile for use, on all days of work, the Employee shall be provided with parking proximate to their base location at no cost.
 - (ii) Where an Employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the Employee shall be provided with parking proximate to their base location at fifty percent (50%) of the monthly cost of parking.
- Employees who currently do not pay for parking, shall be grandfathered until such time as the Employee is no longer required to provide an automobile for use in their employment.
- (d) Kilometerage and time shall be paid for all travel on Employer authorized business.
 - (e) Time spent traveling to the Employee's designated work location at the start of the day, or returning from the Employee's designated work location at the end of the day, is on the Employee's own time and unpaid.
 - (f) When the Employee is required to start, or to end their work day at a location other than their designated work location, the travel is on the Employee's own time unless the one way trip adds more than ~~twenty-five (25)~~ **twenty (20)** kilometres to their **usual** travel. ~~In that case,~~ **Once the twenty (20) kilometre radius has been reached,** the Employee will be paid kilometerage **for the entire difference between their usual travel and the alternate route** and time for their additional travel. ~~The question of whether the trip adds more than twenty-five (25) kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the~~ **Usual travel is considered the distance from the** Employee's residence **to their** ~~or at the Employee's~~ designated work location.
 - (g) **When an Employee who has an approved Hybrid or Remote Work Agreement travels to their Designated Work Location or returns from their Designated Work Location, mileage will not be paid.**

20.03

Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage		Cost of Personal Use Insurance Coverage		Reimbursement to maximum of \$500.00
\$ _____	Less	\$ _____	=	
(Basic Age Group - Good Record)		(Basic Age Group - Good Record)		

- 20.04 Except when an Employee applies for a position other than the one the Employee occupies at the time of the application, if the Employer requests an Employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the Employee of proof of payment of the cost.

Note: Clause 20.05 amended for EMS in Local Conditions (Page 243)

20.05 Subsistence

Employees who are required to travel beyond a fifty (50) kilometer radius from the Site or fifty (50) kilometres from their designated work area [where that work area exceeds a fifty (50) kilometre radius from their Site] on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Subsistence or Employer Policy, whichever is higher.

(a) Meals

Breakfast	\$10.50	\$13.00
Lunch	\$13.00	\$17.00
Supper	\$24.00	\$27.00

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours; or
- (ii) lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or
- (iii) supper, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) Per Diem Allowance

A per diem allowance of seven dollars and thirty-five cents (\$7.35) may be claimed for each twenty-four (24) hour period while away from home.

(c) Accommodation

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee may claim reimbursement as follows:

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;

- (ii) where no accommodation receipt is produced, a flat rate of twenty dollars and fifteen cents (\$20.15) may be claimed in lieu of the allowance claimable under sub-section (i).

20.06 **Miscellaneous Travel Costs**

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 21: VACATION WITH PAY

21.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1st) day of ~~May~~ April in each calendar year and concluding on the last day of ~~April~~ March of the following calendar year.

Effective January 1, 2023, 21.01(b) will be replaced with the following:

- ~~(b) — “vacation year” means the twelve (12) month period commencing on the first (1st) day of May in each calendar year and concluding on the last day of April of the following calendar year.~~

Note: Clause 21.02 amended for EMS in Local Conditions (Page 243)

21.02 **Vacation Entitlement**

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) year of employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
- (b) during each of the second (2nd) to ninth (9th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or

- (d) during each of the twentieth (20th) and subsequent years of employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

- (e) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (iv) upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;
- (v) upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

21.03 (a) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such Employee shall accrue vacation entitlement as though their employment had been continuous.

- (b) Where an Employee is voluntarily terminating their employment, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

21.04 No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have their vacation entitlements reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.

21.05 **Time of Vacation**

Note: Clause 21.05(a) amended for EMS in Local Conditions (Page 214)

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Such carry-forwards shall not exceed thirty-eight point seven five (38.75) hours.
- (b) Notwithstanding Article 21.05(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
 - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
 - (ii) such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.
- (d)
 - (i) Subject to Article 21.05(b)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (ii) Upon the request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (e) The Employer shall post a vacation planner no later than January 1st of each year. At the time of posting the planner, the Employer shall provide guidance as to the reasonable number of Employees participating in the planner who can be granted vacation at the same time. Employees shall submit their vacation preferences for their annual vacation entitlement by March 15th of that year. Following the deadline for submissions, vacation requests made on the vacation planner will be approved or denied no later than April 30th of that year. Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation planner.

Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken.

All other requests for vacation will be considered on a first come first serve basis. These requests will be approved or denied within four (4) weeks of the request being submitted.

- 21.06 Excess accrued vacation not taken by May 1 in any given year may be paid out upon written request of an Employee, in accordance with Employer policy.

- 21.07 Unless given four (4) weeks advance notice of an alteration to their scheduled vacation period, an Employee required by the Employer to work during their vacation period will receive two times (2X) their Basic Rate of Pay for all hours worked. This premium payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an Employee may elect to receive payment at the Basic Rate of Pay in lieu of the aforementioned time off.
- 21.08 When an Employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive full net take home pay calculated at the Basic Rate of Pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the Employee does not elect to receive income replacement directly from the Workers' Compensation Board; and
 - (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the *WCB Act*; and
 - (iii) the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer.
- (b) An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01 (a) (ii) shall be deemed to be on a leave of absence without pay. Once an Employee is deemed to be on a leave of absence without pay, the Employer shall administer wage replacement benefits as approved by the Workers' Compensation Board in accordance with the *Workers' Compensation Act* less any **current** required deductions.
- (c) The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement from the Workers' Compensation Board.

- (d) An Employee in receipt of Workers' Compensation benefits shall:
 - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

24.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the Employee in the same classification held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
- (b) incapable of performing the duties of their former position, shall be entitled to benefits they are eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 23 or 25.

24.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 29.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible Employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan, as amended or replaced.
- (b) The Health Benefits Trust of Alberta (HBTA) Plan or equivalent providing for:
 - (i) Group Life Insurance [one times (1X) basic annual earnings rounded up to the next higher one thousand dollars (\$1,000.00) with an option for additional life insurance to at least twice annual earnings rounded to the next highest one thousand dollars (\$1,000.00)];

Note: Clause 25.01(b)(ii) amended for EMS in Local Conditions (Page ~~215~~)

- (ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);

- (iii) Short-Term Disability (STD) [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) day elimination period where applicable]. The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the STD shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness.
- (iv) Long-Term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
- (v) Alberta Blue Cross Dental Plan, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Blue Cross Usual and Customary Dental Fee Schedule and within the limits of the Plan. A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person.
- (vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan, and:
 - (A) One hundred percent (100%) direct payment for respiratory equipment (including CPAP machines and supplies).
- (c) ~~At the Employer's option, an~~ **Providing there are no legislative changes, the** "EI SUB Plan" ~~to~~ **will** supplement an eligible Employees Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the "EI SUB Plan" to all Employees when they request Maternity Leave as per Article 33.06.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

- 25.04 During the first twenty-four (24) months an Employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an Employee may be terminated when they have been on LTD for twenty-four (24) months subject to the requirements of Article 6.
- 25.05 An Employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.
- 25.06 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.
- 25.07 (a) Such coverage shall be provided to:
- (i) a Regular Full-time Employee; and
 - (ii) a Regular Part-time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (iii) a Temporary Employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular and Temporary Part-time Employee whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, Temporary Employees hired for a position of less than six (6) months duration, and Casual Employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.
- (c) Eligible Employees who are not currently enrolled in the Health and Dental Plan shall have the opportunity to opt in, ~~by October 25, 2022~~ **within ninety (90) days post-ratification of the Collective Agreement, unless a later date is otherwise established between the parties and communicated by the Employer.**
- 25.08 (a) The Employer will provide one (1) copy of each of the plans to the Health Sciences Association of Alberta. Where the Health Benefits Trust of Alberta is not in force in any given Site, that Employer will provide a copy of its plan to the Union.
- (b) The Employer, as applicable, shall advise the Union of all premium rate changes pursuant to Article 25.01(b).
- (c) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

ARTICLE 27: OVER/UNDER PAYMENTS

27.01 In the event that an Employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error not later than the second (2nd) pay day following the date on which the party/Parties discovering the error knew, or ought to have known of the error.

In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations. If an under payment is not corrected by the second pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 46.

In the case of an overpayment, the Employer shall notify the Employee in writing, including all calculations, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. **The Employer and the Employee shall act reasonably when discussing and arranging repayment options.** In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

- 29.01
- (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement.
 - (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
 - (c) Subject to Article 29.05 ~~where~~ **when** vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit. **When considering external applicants for posted vacancies, the determining factors shall be experience, performance and qualifications applicable to the position. Where these factors are adjudged by the Employer to be relatively equal, the order of consideration for filling vacancies shall be:**
 - (i) **Employees of other Provincial Health Agencies or Provincial Health Corporations that are signatories to this collective agreement; then**
 - (ii) **all other external candidates.**
 - (d) The notice of posting referred to in Article 29.01(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work and FTE;

- (iv) status of position (Regular, Temporary, Casual);
 - (v) expected term if the position is Temporary;
 - (vi) salary; and
 - (vii) for information purposes only, current Site(s).
- (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Union office within seven (7) calendar days of the posting.

29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.

29.03 The appropriate Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the Employee in writing and reasons shall be given, then the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.

The reinstatement or placement of an Employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.

(b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.

(c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the Employee and the Employer.

29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

29.06 Upon request of either party, the Employer and Union shall meet (in-person or via telephone) to discuss the criteria utilized in awarding a promotion or transfer.

Note: Clause 29.07 (a) amended for EMS in Local Conditions (Page 216)

29.07 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours worked, exclusive of overtime, in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement between the Union and the Employer. The Employer shall provide an evaluation of the Employee prior to the completion of the trial period. Should such Employee fail to succeed or request to return to their former position/status, during the aforementioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position/status., or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position/status.

- (b) Pursuant to Article 29, an Employee who achieves a transfer to a different position shall be transferred in a timely manner. Should the agreed upon transfer date be delayed by the Employer by more than twenty-eight (28) days, the Employee shall suffer no loss of income as a result of the delay.

29.08 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than their current **Basic Rate of Pay** or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current **Basic Rate of Pay**, or if such salary increase is less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.

29.09 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.

29.10 (a) When, because of inability to perform the functions of a position or by their request, an Employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service as provided in Article 15.

- (b) When, because of inability to perform the functions of a position due to illness or injury, an Employee accommodated into a classification in the bargaining unit to which is assigned a lower salary scale, they shall move to the pay step of the lower salary scale that is closest to but not higher than their present Basic Rate of Pay.

29.11 Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

29.12 **Employment in Multiple Positions**

- (a) The Parties agree that this applies to Employees who hold more than one (1) position within the bargaining unit or to Employees who subsequently attain more than one (1) position within the bargaining unit.
- (b) An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
- (c)
 - (i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
 - (ii) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Article.
- (d) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Personal Leave, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Appendix and Seniority, provided that the following conditions are met:
 - (i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (ii) the regular hours of work to be combined are associated with regular part-time positions; and
 - (iii) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and Employee mutually agree to waive the scheduling provision of Article 11 in the Collective Agreement.
- (e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
- (f) An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.

- (g) An Employee who holds multiple positions would have the earliest “seniority date” recognized for the purpose of Article 28.
- (h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1st) probationary period, with probation in second (2nd) and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
- (i) Layoff and recall provisions shall apply individually to each position.
- (j) An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
- (k) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days’ notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
- (l) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Policies Covering Leaves of Absence

The following general policies apply to all leaves of absence as described in this Article:

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer shall indicate approval or disapproval in writing within twenty-eight (28) days of the request for any leave of absence.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.
- (c) Except as provided in Article 33.01(d), where an Employee is granted a leave of absence of more than one (1) month’s duration, and that Employee is covered by any or all of the plans specified in Article 25, that Employee may, subject to the Insurer’s requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.

- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) In the case of a leave of absence, an Employee shall accrue sick leave and vacation credits for the first (1st) month. Where the leave of absence exceeds one (1) month, an Employee's increment date shall be adjusted by the amount of time that the leave of absence exceeds one (1) month, and the new increment date shall prevail thereafter.
- (f) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

33.02 **General Leave**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

33.03 **Educational Leave/Exchange Programs**

- (a) The Parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education or exchange programs.
- (c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
 - (i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;
 - (ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their Basic Rate of Pay to a maximum of seven and three-quarter (7 ³/₄) hours per day;
 - (iii) the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.

- (d) For the purpose of qualifying for an annual increment, an Employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty-four (24) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of twenty-four (24) months, an Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds twenty-four (24) months, and the newly established anniversary date shall prevail thereafter.
- (e) An Employee absent on approved educational/exchange leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.
- (f) **Professional Development Days**
 - (i) **Upon request each Regular Employee shall be granted three (3) Professional Development Days annually paid at the Basic Rate of Pay, for professional development directly related to their discipline.**
 - (ii) **Professional Development Days unused in each fiscal year shall not be carried forward into subsequent years.**
 - (iii) **Requests for such paid Professional Development Days shall be made in writing to the Employer as early as possible and shall not be unreasonably denied.**
 - (iv) **Implementation of Professional Development Days shall be as follows:**
 - (a) **Effective date of ratification, each Regular Employee shall receive one (1) day,**
 - (b) **Effective April 1, 2026, each Regular Employee shall receive three (3) days.**

33.04

Personal Leave

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
 - (i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven and three-quarter (7 ³/₄) hours each;

- (ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days of seven and three-quarter ($7\frac{3}{4}$) hours each;
- (iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of seven and three-quarter ($7\frac{3}{4}$) hours.
- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.

33.05

Bereavement Leave

- (a) Bereavement Leave with pay of:
 - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé. Step-parent, step-children, step-brother, and step-sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, legal guardian and grandparent, shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a person who resided with the Employee and who was held out publicly as their spouse for a period of at least one (1) year before the death.
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 33.05(a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
- (d) **Funeral / Memorial Ceremony Leave**

In the event of the death of a close friend or another relative not defined as part of the Employee's immediate family as per 33.05(a), the Employer may grant up to one (1) working day off without loss of regular earnings to attend the funeral service or memorial ceremony.

Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 33.06(a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 33.01.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

Parental Leave

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.
- (b) An Employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:
 - (i) they make a written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) they provide the Employer with at least one (1) day's notice that such leave is to commence.
- (c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.

- (d) An Employee absent on Parental Leave shall endeavour to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position they held immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.
- (e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of a child.

33.08

Union Business

- (a) Provided operational efficiency shall not in any case be disrupted, leave of absence shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business; or Union members hired to a paid position in the Union for a period of up to one (1) year. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Union shall be granted time off with pay in order to participate in collective bargaining and Essential Services negotiations with the Employer or its bargaining agent.
- (c) Members of the Board of Directors of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the parties shall meet and negotiate specific letters of understanding for such leaves of absence.
- (e) Time off granted in accordance with Article 33.08 (a)(b)(c) and (d) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

33.09

Leave for Public Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular Employees who are elected **to serve at the municipal, provincial, federal, first nations or other indigenous government level, public-office** shall be allowed a leave of absence without pay for a period of time not to exceed ~~four (4)~~ **five (5)** years.
- (c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification they held immediately prior to taking such leave or be provided with alternate work of a comparable nature.

Caregiver Leaves**(a) Compassionate Care Leave**

- (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.
- (ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* regulations.
- (iii) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (iv) Where possible, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill or injured child or a critically ill qualified adult relative, shall be entitled to leave of absence without pay or benefits,
 - for a period of thirty-six (36) weeks to care for their critically ill child; or,
 - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta) and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.
- (iii) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (iv) Where possible, an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness leave.

33.11 **Military Leave**

Upon application by an Employee, the Employer shall grant a leave of absence for military leave. Such leave of absence shall be in accordance with the Government of Canada regulations and any regulations passed by the Employer relative to LAPP and group insurance contributions.

33.12 **Death or Disappearance of a Child Leave**

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

33.13 **Domestic Violence Leave**

- (a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for ~~up to ten (10)~~ **five (5)** days per calendar year.
- (b) An Employee may **also** access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.
- (c) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer and Employee shall complete a worker domestic/personal violence individualized safety plan and, where appropriate, the Employer may facilitate alternate work arrangements.

33.14 **Citizenship Ceremony Leave**

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

33.15 **Humanitarian Leave**

Upon application by an Employee, the Employer may grant an unpaid leave of absence for Humanitarian Leave.

Humanitarian leave may be granted when an Employee is a member of a recognized humanitarian organization and their team is deployed to respond to natural disasters, emergencies, or other humanitarian crises. These leaves shall include but are not limited to government funded urban search and rescue team, the Canadian Red Cross disaster relief team, Canadian government Disaster Assistance Response Team (DART). If a situation arises where multiple leaves are requested, leaves will be granted based on seniority and/or operational needs.

ARTICLE 34: IN-SERVICE PROGRAMS

- 34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term “in-service” includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- (c) The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) fire, evacuation and disaster procedures; and
 - (ii) safe lifting and prevention of occupational stress injuries; and
 - (iii) prevention and treatment of psychological workplace injuries.
- (d) Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those Employees who must maintain current CPR certification as a condition of employment. Employees who receive approval from the Employer to attend such sessions shall be paid at the applicable rate of pay.
- (e) **The Professional Driver Improvement Course (PDIC) shall be provided at no cost to those Employees who are required to drive commercial vehicles to transport goods or patients as a condition of employment and as directed to attend by the Employer.**

ARTICLE 36: EVALUATIONS, PERSONNEL FILES AND EMPLOYEE HEALTH FILES

- 36.01 (a) The Parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted on a regular basis, and at a minimum once every two (2) years or when requested by the Employee.
- (b) Evaluations shall be for the constructive review of the performance of the Employee.
- 36.02 All such evaluations shall be in writing.
- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The Employee may review their personnel file prior to the interview upon their written request.

- (b) The Employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.
- (c) The Employer will endeavour to schedule evaluation interviews during an Employee's on duty hours however, if an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated according to the provisions of Article 12 or Article 44.

36.04 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.

- 36.05 (a) By appointment made in writing at least ten (10) working days in advance, an Employee may view their personnel or Employee health file.
- (b) Upon request by an Employee, or upon provision of a release deemed acceptable by the Employer (in a form which complies with the requirements of all applicable legislation), the Employee or the Union shall be given a copy of requested documents from their file(s). The Employer may charge twenty-five (25) cents per page for copying expenses.

36.06 **Letters of Expectation**

- (a) A Letter of Expectation issued to an Employee shall be placed on the Employee's personnel file. The Letter of Expectation shall indicate that it is not disciplinary action. A copy of the Letter of Expectation shall be sent to the Union within five (5) working days.
- (b) During the Employee's next performance evaluation any Letter(s) of Expectation on the Employee's personnel file shall be reviewed and the matters addressed **may be** incorporated into the written evaluation. After the **performance** evaluation is complete, the Letter(s) of Expectation shall be removed.

36.07 **Attendance Program**

- (a) **The Employer's Attendance Program is applicable to non-culpable attendance concerns and is not disciplinary.**
- (b) **An Employee who is in the Employer's Attendance Program and has been asked to attend a meeting with the Employer as part of the Attendance Program may be accompanied by a Labour Relations Officer or designate of the Union at such meeting.**
- (c) **Once an Employee, ~~who is considered to have~~ has exited the Employer's Attendance Program, ~~shall request in writing that their personnel file cleared of~~ any letters received under such program are considered null and void. The Employee may request in writing that their personnel file be cleared of any letters received under such program. The Employer shall confirm that such action has been affected.**

ARTICLE 37: DISCIPLINE AND DISMISSAL

- 37.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 37.02 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action.
- 37.03 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.
- 37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.
- 37.05 An Employee who has received a written warning, or has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning or suspension or dismissal. A copy of the letter shall be sent in electronic format to the Union within three (3) working days.
- 37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 37.07 (a) An Employee, who has been subject to disciplinary action, shall after **eighteen (18) months** ~~two (2) years~~ from the date the disciplinary measure was initiated **exclusive of absences of thirty (30) consecutive days or more**, ~~have such disciplinary measure removed from their file by the Employer~~ request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) **Once a disciplinary measure is eligible for removal per Article 37.07(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.**
- 37.08 An Employee who is dismissed shall receive their termination entitlements at the time they leave.

37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

37.10 **Investigations**

- (a) **When possible, the Employer shall provide the applicable Employee's Labour Relations Officer or designate with advance notice of any investigation meetings.**
- (b) When circumstances permit, the Employer shall provide at least ~~one (1)~~ **two (2)** working days, **exclusive of weekends and named holidays** ~~(twenty-four (24) hours)~~ **(forty-eight (48) hours)** advance notice to an Employee required to meet with the Employer for the purposes of investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The Employee shall be compensated at their applicable rate of pay for the duration of such meeting(s).
- (c) **Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.**
- (d) **At the commencement of the meeting, the Employer must provide the Labour Relations Officer or designate with a written copy of all questions that they intend to ask the Employee during the investigation. Nothing in this Article limits the Employer's right to ask questions not provided for on the list.**

37.11 The Parties may agree to mutually extend timelines.

37.12 Upon request, the Employer and Union shall meet to discuss any discipline issued under this Article.

37.13 **Mandatory Reporting to Regulatory Bodies**

In the event that an Employee is reported to their regulatory body by the Employer, the Employee shall be advised within one (1) working day and provided with a copy of the report.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice.

38.02 An Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled within ten (10) consecutive days after the end of the pay period in which termination occurred.

38.03 **Vacation Pay on Termination**

- (a) If employment is terminated, and proper notice given, an Employee shall receive vacation pay in lieu of:
 - (i) the unused vacation earned during the previous vacation year at their Basic Rate of Pay, together with;

Note: Clause 38.03(a)(ii) amended for EMS in Local Conditions (Page 216)

- (ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of their earnings at the Basic Rate of Pay from the end of the previous vacation year to the date of termination.

38.04 An Employee shall be deemed to have terminated their employment when:

- (a) they are absent from work without good and proper reason and/or the approval of the Employer **for three (3) days or more;** or
- (b) they do not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the Employee's request prior to termination.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 **New Classifications**

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a **position classification** title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the **position classification** title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a **position classification** title and salary scale for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a **position classification** title, it is understood that the Employer's decision in respect to the **position classification** title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the *Code*.

- (e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to ~~Arbitration~~ **a single external classification consultant (Appeal Chair) from the list of external consultants agreed to in Article 40.02(D)(f).** Should the Union not refer the matter to ~~Arbitration~~ **the Appeal Chair** within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02

Classification Review

(A) Reclassification Request

- (a) An Employee who has good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their immediate out-of-scope Manager to have their classification reviewed. This may occur when there has been a substantive change in the job functions, when there has been a change in organizational structure that significantly impacts roles, or when a classification specification has been amended in a manner that alters the basis on which classification levels are differentiated. The Employee making the request will indicate the reason(s) why they believe their position is inappropriately classified, including the changes that have occurred to the position, organization or classification specifications. In some circumstances, a classification review may be initiated in response to a long standing perceived inequity in how a position is classified. However, where a review has been previously conducted, Employees should not request a subsequent classification review unless there has been a substantive change as described above **and no less than twelve (12) months has passed since the last review.** Submissions must include an approved job description, in the event that a current job description is not available an Employee can initiate their written request so as to establish a potential effective date as per article 40.043(a). The manager shall send a copy of the Employee's request to Human Resources without delay, and shall confirm in writing to the Employee and the Union that the Employee's request has been received. The manager shall advise the Employee of the results of the classification review within ninety (90) days of receiving the request. The notification shall be in writing and include rationale for the decision, specifically addressing the reasons for the review provided by the Employee.
- (b) When reviewing a request for reclassification, the Employer shall follow the guidelines included in the Classification Specification User Manual. Requests are reviewed by the Employer. The evaluation of the role may include an audit of the role, including interviews with the Employee and the Employee's Manager as needed.
- (c) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be referred to the ~~Internal~~ **Classification** Appeal Process.

(B) ~~Internal Appeal Process~~ Classification Appeal Request

- (a) When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union **Representative (Classification Analyst or designate) shall** ~~should~~ submit a written request to the Employer **(hereinafter for this article considered Human Resources – In-Scope Classification and Compensation)** within thirty (30) days of the date the Employee **received written notification of the classification decision.** ~~became reasonably aware of the classification decision.~~

The written request ~~should~~ **shall**:

- ~~(i) Confirm the desire for additional review of the classification allocation.~~
 - ~~(ii) Outline the reason the Employee believes the classification allocation is not appropriate. The reasons should specifically detail how their job duties fit within the classification specification they think is appropriate.~~
 - ~~(iii) Include any additional information that the Employee believes is necessary to evaluate the request.~~
 - (i) outline the reason(s) the Employee believes the classification decision is not appropriate.**
 - (ii) identify an existing classifications within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale).**
 - (iii) any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.**
- (b) Upon receipt of the request for appeal and complete information, a representative from the Employer and the Union representative will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) days.**
- ~~(b) The Employer will conduct an internal review, which may include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer will provide a written response to the request for appeal to the Employee and the Union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.~~
- ~~(c) Should the Union in consultation with the Employee not be satisfied with the internal appeal decision of the Employer, they may refer the matter to the External Appeal Process.~~

(C) Internal Appeal Process

- (a) Following confirmation of appeal validity, as noted above, the Employer will conduct a further internal review based on the information provided, which will include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer will provide a written response to the request for appeal to the Employee and Union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.**
- (b) In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Executive Director (or designate), within thirty (30) days following the date the decision was communicated in (a) above.**
- (c) The Executive Director (or designate), shall meet with the Employer and the Union representative within sixty (60) days of the appeal being advanced to this level (Internal Appeal). Both Parties shall submit their respective positions in writing to the other party and to the appeal chair no later than ten (10) days, prior to the date of the appeal hearing.**
- (d) The decision of the Executive Director (or designate), will be communicated to the Union within ten (10) days of the Internal Appeal hearing.**

(D) External Appeal Process

- (a) In the event the Union and Employee do not agree to the classification decision by the Executive Director (or designate), the Union may submit an appeal of the decision to the Employer within thirty (30) days of the reply from the Executive Director (or designate).**
- (b) The Parties agree that a single external classification consultant (Appeal Chair), agreed to by the Parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, classification specifications and/or methodology, in effect.**
- (c) The appeal hearing will be scheduled for both Parties to present their rationales and supporting documentation to the Appeal Chair. This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.**
- (d) Both Parties shall submit their respective positions in writing to the other party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.**
- (e) The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both Parties.**

(f) **The Appeal Chair shall be selected from a standing list of consultants agreed to by the Parties. The fees and expenses of the Appeal Chair shall be shared equally between the Parties.**

~~(a) A classification decision may be referred to the External Appeal the written response to the Internal Appeal. The request shall be in writing and sent to the Manager, with a copy to Human Resources and the Union.~~

~~(b) Within thirty (30) days of receipt of the request for External Appeal, the Employer and the Union will exchange all relevant documents to assist in the External Appeal. The documents would normally include, though not limited to, the following:~~

~~(i) —a copy of the reclassification request, an approved job description with all corresponding rationale and documents used in support of the reclassification request; and~~

~~(ii) —copies of all the Employer responses, including all corresponding rationale and documents used in making the internal decision of the Employer and any corresponding rationale and documents used by the Union and/or Employee in support of the request.~~

~~(c) Within thirty (30) days of the exchange of information, the Employer and the Union may meet to review and discuss all relevant Employer and Union documents in order to resolve the matter and/or refer the appeal to a third-party classification consultant. An appeal hearing will be scheduled for the Employer and Union to present their rationales and supporting documentation to the classification consultant.~~

~~(d) The third-party classification consultant should review the information provided and review the classification allocation on the basis of the classification specifications and the Classification Specification User Manual and determine the appropriate classification allocation for the position. The decision of the third-party consultant will be final and binding.~~

~~(e) The third-party consultant shall be selected from a standing list of consultants agreed to by the Parties. The standing list will be reviewed annually.~~

~~(f) In the event that the Parties are unable to agree to a third-party consultant, a name shall be randomly selected from the agreed to list.~~

~~Process within sixty (60) days of the date the Employee received~~

40.03 Dispute Resolution

~~Pursuant to the Process Outlined In 40.02 of this Article:~~

~~(a) Where the decision of the Employer relates to an Employee-initiated request for a change in classification, the Employer's decision shall be subject to the appeal process outlined above and not the Grievance Procedure and Arbitration.~~

- (b) ~~Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.~~

40.03 **Salary Treatment Upon Classification Change**

- (a) Should an Employee be re-classified to a higher classification pursuant to the process outlined in 40.02 of this Article, any wage increase associated with the re-classification shall be retroactive to the date of the written request for the classification review by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 29.07.
- (b) Employees who are placed in a lower paid classification pursuant to the process outlined in 40.02 of this Article shall be red circled at the higher rate of pay until the lower paid classification is equal to or greater than their previous classification or for a period of twenty-four (24) months whichever is earlier, at which time the rate of pay shall be in accordance with the Salary Appendix in their revised classification.

40.04 **Definition of Time Periods**

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

ARTICLE 42: WORKPLACE HEALTH, SAFETY AND WELLNESS

- 42.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate reduce or minimize all workplace safety hazards.
- 42.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other Employee groups. The Employee representative of the Union may request the attendance of guest(s) at a Health and Safety Committee meeting(s), and this shall not be unreasonably denied. This Committee shall meet at least once a month **and within ten (10) days of receiving a written complaint regarding occupational health, safety, or wellness. A Terms of Reference for the committee(s) will be developed with the participation and agreement of the Union.**
- 42.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings. A request to establish additional committees for each worksite or grouping of work Sites shall not be unreasonably denied where access to an existing committee(s) does not exist.
- 42.04 The ~~Basic~~ **applicable** Rate of Pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.

- 42.05 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.
- 42.06 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.
- 42.07 The Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 42.08 The parties will make every reasonable effort to provide available relevant information to all participating parties at least five (5) days prior to any discussions or meetings to ensure meaningful discussion of safety concerns, incidents, and issues.
- 42.09 The Employer shall notify the Committee, as soon as reasonably possible, of all serious incidents, potentially serious incidents, and dangerous work refusals. The Committee shall participate in investigations of serious incidents, potentially serious incidents, and dangerous work refusals in accordance with the Joint Workplace Health and Safety Committee Terms of Reference.**
- 42.10** (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the committee.
- (b) Should an issue not be resolved by the Committee, the issue shall be referred to the Senior Program Officer with accountability for Workplace Health and Safety. A resolution meeting between the Union and the Senior Program Officer, or designate(s), shall take place within twenty-eight (28) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within fourteen (14) calendar days.
- (c) Should an issue not be resolved by the Senior Program Officer, the issue shall be referred to the Chief Executive Officer (or designate). A resolution meeting between the Union and the CEO (or designate) shall take place within twenty-eight (28) calendar days of the issue being referred to the CEO. The CEO (or designate) shall reply in writing to the Union within fourteen (14) calendar days.
- (d) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. **A resolution meeting shall be held during the next scheduled board meeting.** The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.
- 42.11** Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a working alone safety plan.
- 42.12** (a) The Employer shall implement a psychological health and safety plan consistent with the current CSA Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.

(b) A request to conduct a psychological health and safety assessment for a specific work area or program shall not be unreasonably denied or delayed.

- 42.13 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed annually by the Committee.
- 42.14 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.
- 42.15 (a) OHS education, training and instruction shall be provided to Employees, at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.
- (b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's Basic Rate of Pay.
- 42.16 When introducing a regularly scheduled shift that begins or ends between the hours of twenty-four hundred (2400) and zero six hundred (0600), the Employer will notify the Union.

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Part-time, Temporary and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:
- Article 9: Probationary Period
 - Article 11: Work Schedules and Shifts
 - Article 23: Sick Leave
 - Article 25: Employee Benefit Plans
 - Article 26: Pension Plan
 - Article 28: Seniority
 - Article 30: Layoff and Recall
 - Article 31: Technological Change
 - Article 33: Leaves of Absence
 - Article 37: Discipline and Dismissal
 - Article 38: Resignation/Termination
- 44.02 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

Hours of Work

Note: Clause 44.03 amended for EMS in Local Conditions (Page 216)

(A) Amend Article 10.01 to read:

“Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non-inclusive.”

(B) Amend Article 10.02(a) by adding:

“Regular hours of work shall include, as scheduled by the Employer, one (1) rest period with pay of fifteen (15) minutes during each period of three decimal eight seven five (3.875) hours of work.”

(C) Amend Article 10.02 by adding:

“(d) A Part-time Employee may work additional shifts from time-to-time.

(e) Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their Basic Rate of Pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of their regularly scheduled shift.

(f) An Employee required by the Employer to work an additional shift without their having volunteered or agreed to do so, will receive two times (2X) their Basic Rate of Pay. This premium payment will cease and the Employee’s Basic Rate of Pay will apply at the start of their next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e). **The Employer shall limit the use of mandatory overtime.**

(g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each Part-time Employee. Such hours may be altered in accordance with the Letter of Understanding re: Increasing or Decreasing Full-Time Equivalencies.

Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 29. Where the Parties are unable to agree on an alternate process, the provisions of Article 29 shall apply.

(h) In the event that a Casual Employee reports to work for a scheduled shift or a shift for which they have been called in for, and is not permitted to commence work, they shall be paid three (3) hours pay at the Basic Rate of Pay.”

Note: Clause 44.04 is not applicable to EMS

“11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
 - (i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;
 - (ii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;
 - (iii) not more than six (6) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide for the provisions of Article 11.02(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;
 - failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
 - (ii) failure to provide fifteen (15) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next scheduled shift.
 - (iii) failure to provide not more than six (6) consecutive scheduled days of work, in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on any consecutive scheduled day of work beyond six (6) days.**
- (c) For the purpose of this provision “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.

- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Union shift schedules shall be posted twelve (12) weeks in advance. The Employer shall provide the Union with a copy of each shift schedule upon request. If a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule, and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b).
- (b)
 - (i) If, in the course of a posted schedule, the Employer changes the Employee's shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.
 - (ii) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their Basic Rate of Pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 Employee Shift ~~Trading~~ Exchange

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer." Shift and/or day off exchanges may be made up to twelve (12) weeks in advance.

44.05 **Overtime**

Note: Clause 44.05 amended for EMS in Local Conditions (Page 218)

- (A) Amend Article 12.01 to read:

- (i) a Regular Part-time Employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a Casual Employee in excess of their regularly scheduled shift or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the Basic Rate of Pay on that day.”

- (B) Article 12.04 is null and void.

44.06 **On-Call Duty**

Note: Clause 44.06 is not applicable to EMS

- (A) Amend Article 13 by adding:

“13.12 In the Sites where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to Casual Employees.”

44.07 **Salaries**

Note: Clause 44.07 amended for EMS in Local Conditions (Page 218)

- (A) Amend Article 14.02(a) to read:

“Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained.”

44.08 **Vacation With Pay For Part-Time Employees**

Note: Clause 44.08 amended for EMS in Local Conditions (Page 219)

- (A) Article 21.02 is amended to read:

“Part-time Employees

Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular Employee as specified in Articles 44.03, 44.08(E) and 45.12(A)	X	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken
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- (a) six percent (6%) during the first (1st) year of employment; or
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of employment; or
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment; or
- (e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year as specified in Articles 44.03 and 44.08(E) and 45.11 (A)	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period
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- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%);
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%);
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%).”

(B) For Part-Time Employees, Article 21.05(a) is amended to read:

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Such carry-forwards shall not exceed thirty-eight point seven five (38.75) hours, prorated based upon full-time equivalency (FTE).
- (C) Amend 21.05 for Part-Time Employees by adding:
 - (f) Part-Time Employees will be paid for their scheduled shift during their approved vacation blocks. To supplement their income while on vacation, a part-time Employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a payout but instead will be coded and paid as “regular vacation”.

Vacation for Casual Employees

- (D) Article 21.02 is amended to read:

- “(a) Vacation Entitlement

A Casual Employee shall earn vacation entitlement as outlined below. Vacation Leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on Vacation Leave, and continue on consecutive calendar days until return to duty:

- (i) during the first (1st) year of employment an Employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2nd) to ninth (9th) years of employment an Employee is entitled to twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent years of employment an Employee is entitled to forty-two (42) calendar days off.

- (b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1st) year of employment six percent (6%) of their regular earnings as defined in (E) below; or
- (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings as defined in (E) below; or

- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings as defined in (E) below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in (E) below.”

(c) Article 21.06 is amended to read:

“Subject to the approval of the Employer, and depending on the Employer’s payroll and administrative systems, vacation pay entitlements may be received by an Employee at various times of the year.”

(E) Only those regularly scheduled hours and additional hours worked at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09

Named Holidays

Note: Additional Clause 22.08 for EMS in Local Conditions (Page 228)

(A) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:

“(a) An Employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (i) the Municipality in which the Site is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for their regularly scheduled shift worked on a Named Holiday and two times (2X) their Basic Rate of Pay for time worked in excess of their regularly scheduled shift.

(b) An Employee to whom these provisions apply required to work on Christmas Day and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay.

- (c) An Employee to whom these provisions apply shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday.”

44.10 Sick Leave

Note: Clause 44.10(A) amended for EMS in Local Conditions (Page ~~221~~)

- (A) Amend Article 23.02 to read:

- “(a) An Employee shall be allowed a credit for sick leave computed from the date of employment.
- (b) A Part-time Employee shall accumulate sick leave credits up to a maximum credit of one-hundred and twenty (120) working days, pro-rated to the regularly scheduled hours of the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.
- (c) A Part-time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
- (d) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours.”

- (B) Amend Article 23.04 to read:

“An Employee granted sick leave shall be paid, at their Basic Rate of Pay, for regularly scheduled shifts absent due to illness, and the number of hours thus paid, shall be deducted from their accumulated sick leave credit up to the total amount of their accumulated credit at the time the sick leave commenced.”

44.11 Bereavement Leave

In calculating paid Bereavement Leave entitlement for Part-time Employees, the provisions of Article 33.05 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 Change of Status

- (a) A Temporary or Casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:
 - (i) salary increments;
 - (ii) vacation entitlement; and
 - (iii) seniority in accordance with Article 28.01.

- (b) A Temporary Employee shall also be credited with sick leave earned and not taken during their period of temporary employment.

Note: Clause 44.13 amended for EMS in Local Conditions (Page 222)

44.13 Further to Article 9.01, Part-time Employees will have completed their probationary period after five hundred and three and three-quarter (503 $\frac{3}{4}$) hours.

44.14 **Deemed Voluntary Termination**

Provided that there are available shifts that have been offered, a Casual Employee who has not worked any hours within a three (3) month period without making prior arrangements that would allow for a period of inactivity, will be deemed to have Voluntarily Terminated their services with the Employer.

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 **Definition of Time Periods**

- (a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- ~~(b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.~~

46.02 **Resolution of a Difference Between an Employee and the Employer**

- (a) Formal Discussion
- (i) If a difference arises between ~~an one (1) or more~~ Employee and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate ~~out of scope~~ supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
- (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 37 ~~or~~;
- (iii) In the event that the difference is of a general nature affecting two (2) or more Employees (**Group Grievance**), the Union may elect to file the grievance as a group grievance. A group grievance shall be commenced at Step 1.

(b) Step 1 (Director of Department or Designate)

The grievance shall be submitted, in writing, ~~and signed by the Employee(s),~~ indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director of the Department or Designate within ~~ten (10)~~ **twenty (20)** days of the act causing the grievance, or within ~~ten (10)~~ **twenty (20)** of the time that the Employee(s) could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Director of the Department or Designate shall be made known to the Employee(s) and the Union within seven (7) days of receipt of the written statement of grievance **or, where the Parties have agreed to meet, within seven (7) days of the meeting date.**

(c) Step 2

Within ~~seven (7)~~ **ten (10)** of receipt of the decision of the Director of the Department or Designate, the grievance may be advanced to Step 2 by submitting to the Employer, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within seven (7) days of the date of the meeting.

(d) **A Dismissal Grievance shall commence at Step 2.**

(e) Optional Mediation (External)

Prior to submitting a grievance to arbitration, the Parties may mutually agree to non-binding mediation.

(f) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ~~ten (10)~~ **twenty (20)** days of the receipt of the Step 2 decision, that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its **single Arbitrator, or suggested Chair of the Arbitration Board and their** appointee to the Arbitration Board. ~~By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.~~

(g) ~~Neither the An~~ Employee ~~or nor~~ a ~~representative of the Local Unit~~ **Steward** of the Union who ~~may~~ attends a meeting with the Employer respecting a grievance shall **not** suffer any loss of regular earnings calculated at the Basic Rate of Pay for the time spent at such a meeting.

(h) An Employee shall be entitled to have a Labour Relations Officer or designate employed by the Union present during any meeting pursuant to this grievance procedure.

(i) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03

Resolution of a Difference Between the Union and the Employer (Policy Grievance)

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Employer, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

A Policy Grievance shall be submitted, in writing, to the Employer, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Employer, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Employer, shall be made known to the Union, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ~~ten (10) days~~ **twenty (20) days** of the receipt of the Step 1 decision, and name its **single Arbitrator, or suggested Chair of the Arbitration Board and their** appointee to the Arbitration Board. ~~By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.~~

46.04

~~Default~~ **Time Limits**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.
- (c) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

46.05

Either party may request a meeting to discuss relevant information with respect to the dispute. Such discussion will be without prejudice.

46.06 Particulars

When possible and upon request, at each step of the grievance procedure, the Employer's representative shall provide known particulars related to the issue(s) in dispute.

ARTICLE 47: GRIEVANCE ARBITRATION

- 47.01 Within ~~seven (7)~~ **fourteen (14)** days following receipt of notification pursuant to Article 46.02(~~d~~)(**e**) or 46.04(c) that a grievance has been referred to ~~an~~ **an** Arbitration ~~Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, the Union and Employer shall first~~ endeavour to select a mutually acceptable **single Arbitrator**. ~~chairman of the Arbitration Board~~. If they fail to agree ~~the Minister of Employment and Immigration on a single Arbitrator the appropriate government agency or department~~ shall be requested to appoint a **Chairperson, or a single arbitrator, to the Arbitration Board** pursuant to the *Code*, **after which the Union and the Employer will have fourteen (14) days to advise each other of their appointees to the Arbitration Board.**
- 47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The **Chairperson** of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.
- 47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or a **single** Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 47.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the **Chairperson** or single Arbitrator shall be borne equally by the Parties.
- 47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 50: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

- 50.01 **The Employee's portion of all monies from Employment Insurance Commission premium reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.**

ARTICLE 51: PROFESSIONAL FEE REIMBURSEMENT

- 51.01 (a) The Employer shall reimburse Regular Employees up to five hundred and four dollars (\$504) per registration year for professional fees/dues for active licensure in their professional college, association, or licensing/governing body upon proof of payment by the Employee.**
- (b) In order to qualify for such reimbursement, Employees are required to have accumulated eight hundred and ten hours (810) actually worked and paid at the Basic Rate of Pay in the previous year.**

LETTER OF UNDERSTANDING #4

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: JOINT COMMITTEE

The Parties recognize the value of an ongoing forum within which to discuss and seek to resolve issues of common concern. There are a number of issues between the parties that would benefit from joint study, discussion, and resolution outside of the collective bargaining process. Similarly, other issues of joint concern may arise which the parties may agree would benefit from joint study and discussion.

The Parties agree that the purpose of the Joint Committee is not collective bargaining, nor is a substitute for collective bargaining. The Joint Committee is not a forum for personal issues or grievances, nor a substitute for arbitration. The purpose of the Joint Committee is to exchange information, enquire into and seek consensus about issues of concern, ~~create joint interpretation bulletins~~, and make recommendations **to their principles to** resolve ongoing issues of policy and practice within the AHS/HSAA bargaining unit.

Where it is the intent of the Parties to create a Joint AHS/HSAA forum for the above stated purpose, the Parties agree as follows:

1. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, the schedule of meetings for the term of the collective agreement, its key functions, committee membership, and the reporting relationships for each of the Parties. The Joint Committee shall determine the issues to be addressed.
2. The Joint Committee will be comprised of Employer and Union representatives.
3. The Parties may meet quarterly, or as otherwise mutually agreed.
4. The purpose of the Joint Committee will be to:
 - a. exchange information;
 - b. engage in good faith discussions; and
 - c. share information with their respective principals on matters discussed by the committee.
5. The Parties will provide available relevant information to allow for meaningful discussion of the issues. The Parties will endeavour to provide this information in a timely fashion, and in any event not later than **thirty** (30) days from the original discussion of the particular issue(s).

- ~~6. Upon date of ratification, any and all amendments to the current Collective Agreement shall be reviewed by the Joint Committee.~~

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

FOR RATIFICATION

LETTER OF UNDERSTANDING #8

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: MULTI-SITE POSITIONS

This Letter of Understanding is not applicable to EMS Employees employed in Calgary Metro and Edmonton Metro

1. The Employer has the right to create Multi-Site Positions, subject to the following:
 - (a) Multi-Site Positions will be structured to work in no more than three (3) Sites and the Sites must be within one hundred (100) kilometres of one another;
 - (b) Postings for Multi-Site Positions will indicate that the position is Multi-Site and will identify the Sites.
2. When a Multi-Site Position has been established the provisions of Article 20.02 are amended as follows:

“20.02 (d) Kilometerage and time shall be paid for all travel on Employer authorized business during the course of a shift.

 - (e) Time spent traveling to the multi-Site location at the start of the day, or returning from the multi-Site location at the end of the day, is on the Employee’s own time and is unpaid.
 - (f) When the Employee is required to start, or to end their work day at a location other than their designated work ~~Site location~~, the travel is on the Employee’s own time unless the one way trip adds more than twenty ~~five (25)~~ (20) kilometres to their travel. In that case, the Employee will be paid kilometerage and time for their additional travel. The question of whether the trip adds more than twenty ~~five (25)~~ (20) kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee’s residence or at the Employee’s designated work ~~Site location~~.”

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #10

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: INCREASING OR DECREASING FULL-TIME EQUIVALENCY

WHEREAS the Parties agree that it may be of mutual benefit to Regular Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work; and

WHEREAS the Parties agree that increases and/or decreases to established FTEs can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change.
- Decreases to FTEs can provide increased choice to an Employee who gradually wants to phase or bridge into retirement and may create opportunities for formal succession or mentoring programs.

NOW THEREFORE the Parties agree as follows:

1. Regular Employees may submit requests to the Employer to increase or decrease their FTE. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE based upon operational requirements.
 - (a) All requests by Regular Employees to adjust FTE's must be made in writing to the supervisor/manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request and such request shall not be unreasonably denied, subject to operational requirements. **If the request is denied, the reason(s) shall be provided in writing at the time the decision is communicated to the Employee.**
 - (b) If a Regular Employee requests to decrease their FTE by zero point three seven (0.37) or less, the resulting FTE may be posted in accordance with Article 29: Promotions, Transfers and Vacancies or reallocated amongst Regular Employees in accordance with this Letter of Understanding.
 - (c) If a Regular Employee requests to decrease their FTE by more than a zero point three seven (0.37), the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.

2. The Employer may approach Regular Part-time Employees with opportunities to increase their FTE's. Such additional FTE's may become available either as a result of a vacancy or through operational changes resulting in small FTE enhancements.
 - (a) The maximum increase that can be offered by the Employer is a zero point three seven (0.37) FTE **per Employee**.
3. FTE's may be reallocated amongst Regular Employees within a functional work area. The Employer will advise the Union of the scope of the functional work area.
 - (a) FTE changes can occur between two (2) individual Regular Employees or can involve one (1) Regular Employee who initiates the request and a larger group of Regular Employees in the functional work area who participate in the reallocation of FTE's.
 - (b) The reallocation of FTE's is most effective in functional work areas where there are a significant number of working-level positions in the same classification. This allows the Employer to designate the Regular Employees in the functional work area who are "pre-qualified" or assessed to meet a minimum threshold to accept FTE adjustments that become available. Where more than one (1) Regular Employee is pre-qualified or meets the minimum threshold, the job is offered to the most senior Employee.
4. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 11: Work Schedules and Shifts.
5. Adjustments to FTE can be either permanent or temporary in nature. The Regular Employee who has temporarily reduced their FTE may return to their regular FTE prior to the end of the temporary period by providing a minimum of six (6) weeks written notice.
6. When a Regular Employee reduces their FTE on a temporary basis, their pre-reduction FTE will be maintained. A Regular Employee who has been granted a temporary reduction in FTE through this Letter of Understanding will accrue benefits and entitlements under the Collective Agreement based on the reduced FTE during the temporary period. At the completion of the term of the temporary reduction, the Employee will be reinstated into their pre-reduction FTE.
7. The manager and Regular Employee may discuss whether the Regular Employee's request can be best met through a reciprocal "exchange" in FTE's between two (2) individuals or a reallocation to other Regular Employee within the functional work area.
 - (a) **Individual-to-Individual Exchange**
 - (i) An individual Regular Employee initiates the process by identifying a "partner" with a corresponding FTE who is willing to "exchange" FTE's.
 - (ii) The partners must make a joint application to the manager.
 - (iii) If there are other Regular Employees in the functional work area who hold the FTE which the initiating Regular Employees desire, the Employer will ask these Employees if they would like the opportunity to exchange their FTE with the initiating Employees.

- (iv) The manager determines if all affected Regular Employees are pre-qualified to exchange FTE's.
- (v) Where multiple Regular Employees wish to exchange their FTE with the initiating Regular Employee, seniority will be the determining factor.

(b) Individual-to-Group Reallocation

- (i) An individual Regular Employee initiates the process by making a request to adjust their FTE without having identified a "partner".
- (ii) Regular Employees are asked to advise their manager in writing of their desired FTE (this list will be updated as needed).
- (iii) The Employer can designate the Regular Employees in the functional work area as "pre-qualified" to move into positions that become available.
- (iv) The Employer reviews the "wish list" and identifies opportunities for FTE changes.
- (v) Regular Employees are made aware (e.g. fact sheet) of the impact that adjusting their FTE has upon their benefits, pension etc. and then are asked to confirm whether or not they accept the proposed FTE adjustment.
- (vi) The Employer may establish a limit defining how often an individual Regular Employee in a functional work area can initiate a request to adjust their FTE.

8. This Letter of Understanding has no application to situations requiring a Duty To Accommodate.

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #12

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

WHEREAS the Parties agree that more effective retention and recruitment strategies for Casual Employees are desirable and that certain Casual Employees desire flexible employment options;

NOW THEREFORE the Parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of at least zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for prepaid health benefits pursuant to Article 25.01(a), (b)(v) and (vi), and the pension plan pursuant to Article 26, as amended below. Unless otherwise specified below, the provisions for casual Employees in Article 44 shall apply.
2.
 - (a) **BECE Implementation**
 - (i) A Casual Employee may request to become a BECE of at least a zero point four (0.4) FTE.
 - (ii) An Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed FTE of at least zero point four (0.4) FTE.
 - (iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.
 - (b) **BECE Termination**
 - (i) A BECE may revert to casual status by providing the Employer with twenty-eight (28) days written notice of their intention to revert to casual status; or
 - (ii) An Employer may terminate these positions **by providing twenty-eight (28) days written notice**, in which case the BECE shall revert to casual status.
3. **Scheduling of BECE Shifts**
 - (a) **Except for the vacation period, during which the Employer is not obligated to ensure the FTE**, the BECE will provide the Employer with their shift availability and shift choices over a four (4) week period. The BECE shall provide availability of at least zero point two (0.2) FTE greater than their assigned FTE.

- (b) The Employer shall confirm assigned shifts with the BECE. The Employee shall be assigned shifts in accordance with the availability provided by the Employee and within the parameters outlined in point 2(a)(iii).
 - (c) Where possible, the Employer shall confirm the Employee's shifts (based on the Employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the Employee's Basic Rate of Pay.
 - (d) The Employer will not require an Employee to work shifts which provide less than fifteen (15) hours off between shifts [except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work shifts which provide less than eleven point seven five (11.75) hours off between shifts].
 - (e) Where an Employee works a shift(s) over and above their assigned FTE, Article 44.01 shall apply.
- 4. Sick Leave shall not apply to BECE's.
 - 5. Vacation pay and entitlement for BECE's shall be in accordance with the provisions of Article 44.08(D).
 - 6. Named Holiday entitlement for BECE's shall be in accordance with the provisions of Article 44.09.
 - 7. If a request for a BECE is denied, the Employer will provide to the Employee the rationale for the decision within twenty-eight (28) days.

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #15

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: PART-TIME SEASONAL EMPLOYEES

WHEREAS the Parties recognize that creation of seasonal part-time positions may support retention and recruitment of Employees.

NOW THEREFORE the Parties agree as follows:

1. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year [e.g. such Employee could work a zero point five (0.5) FTE compressed into full-time hours over a six (6) month period]. During the remaining months [e.g. the remaining six (6) months], the Employee would be under no obligation and could not be compelled to accept any scheduled or unscheduled work with the Employer.
2. The following provisions will apply to Seasonal Part-time Employees:
 - (a) Employees in such positions shall be covered by the provisions of Article 44, except as provided otherwise below.
 - (b) Employees may request that their current position be converted into a Seasonal Part-time position. The Employer shall approve or deny the request in writing.
 - (c) The Employer may post a Seasonal Part-time position. The posting shall indicate that the position is Seasonal Part-time and the FTE of the position.
 - (d) A Seasonal Part-time Employee will be paid for hours actually worked.
 - (e)
 - (i) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be pro-rated based on the Employee's part-time FTE.
 - (ii) A Seasonal Part-time Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable benefit plans for the period of time where the Employee is not actively at work.
 - (f)
 - (i) Such Employee's vacation and sick leave accrual shall be based on their regular hours worked.
 - (ii) Vacation and sick leave shall only be utilized during the compressed work period described in Appendix B to Mediator's Recommendations

3. **The Employer retains the right to revert an arrangement under this Letter of Understanding with four (4) weeks written notice.**

This Letter of Understanding will expire March 31, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

FOR RATIFICATION

LETTER OF UNDERSTANDING #19

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

COVENANT HEALTH
(the Employer)

- and -

BETHANY NURSING HOME OF CAMROSE
(the Employer)

- and -

LAMONT HEALTH CARE CENTRE
(the Employer)

- and -

ALBERTA ~~PUBLIC~~ PRECISION LABORATORIES
(the Employer)

- and -

RECOVERY ALBERTA
(the Employer)

- and -

ANY FUTURE PROVINCIAL HEALTH AGENCY
(the Employer)

- and -

PROVINCIAL HEALTH CORPORATIONS
(the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

**RE: PORTABILITY BETWEEN ALBERTA HEALTH SERVICES, COVENANT HEALTH,
BETHANY NURSING HOME OF CAMROSE, LAMONT HEALTH CENTRE, AND ALBERTA
~~PUBLIC~~ PRECISION LABORATORIES, RECOVERY ALBERTA, AND PROVINCIAL
HEALTH AGENCY AND PROVINCIAL HEALTH CORPORATIONS**

WHEREAS the Parties agree that it may be of mutual benefit to allow Regular Employees to transfer their earned entitlements while employed at Alberta Health Services (AHS) and/or Covenant Health (CH) and/or Bethany Nursing Home of Camrose (BETH) and/or Lamont Health Centre (LAM) and/or Alberta **Public Precision Laboratories (APL), and/or Recovery Alberta (RA) and/or Provincial Health Agency (PHA), and/or Provincial Health Corporations (PHC)**, the Parties agree as follows:

1. Newly hired Regular Employees, transferring between Alberta Health Services (AHS) and/or Covenant Health (CH) and/or Bethany Nursing Home of Camrose (BETH) and/or Lamont Health Centre (LAM) and/or Alberta **Public Precision Laboratories (APL), and/or Recovery Alberta (RA) and/or Provincial Health Agency (PHA), and/or Provincial Health Corporations (PHC)**, shall have the following recognized and transferred:

- (a) Placement on the salary grid;
- (b) Vacation entitlement date (accrued vacation banks will be paid out);
- (c) Unused sick bank;
- (d) Hours towards next increment; and
- (e) Seniority date,

provided they:

- (i) resign from their regular position(s) with AHS and/or CH and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC**;
- (ii) are hired into the same classification; and
- (iii) not more than six (6) months have lapsed since their employment with AHS and/or CH and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC**.

2. Regular Employees, employed by AHS and/or CH, and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC** concurrently, will have the following recognized and transferred:

- (a) Highest placement on the salary grid;
- (b) Highest vacation entitlement date;
- (c) Unused sick bank;
- (d) Hours towards next increment;
- (e) Highest seniority date,

provided they:

- (i) Resign from their regular position(s) with AHS and/or CH and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC**;

- (iii) Not more than six (6) months have lapsed since their employment with AHS and/or CH and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC.**
3. Should a Regular Employee commence employment with one Employer and maintain employment with the other Employer, the following will be recognized at the new Employer:
- (a) Highest placement on the salary grid;
 - (b) Highest vacation entitlement date;
 - (c) Hours towards next increment;
 - (d) Highest seniority date,
- provided they:
- (i) provide the information within thirty (30) days of commencement of employment, in a form acceptable to the new Employer;
 - (ii) are hired into the same classification; and
 - (iii) not more than six (6) months have lapsed since their employment with AHS and/or CH and/or BETH and/or LAM and/or APL **and/or RA and/or PHA and/or PHC.**
4. The waiting period for Employee Benefits will be waived for eligible Employees covered by provisions 1 and 2 above.
5. The date of hire for those covered by provisions 1, 2 or 3 above, shall be the latest date of continuous service with the new Employer.
6. The above provisions shall apply to Employees hired into new classifications, except that placement on the salary grid and hours towards next increment will be determined as per Article 15: Recognition of Previous Experience.

This Letter of Understanding will expire March 31, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #25

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: COMPENSATION FOR YOUTH OVERNIGHT RETREATS IN RECOVERY ALBERTA
APPLICABLE TO EMPLOYEES OF THE FORMER ALBERTA ALCOHOL AND DRUG
ABUSE COMMISSION

The Parties agree ~~that: to replace Article 19.01(b) Camp Allowance in the HSAA/AHS Provincial Agreement with the following:~~

1. Employees working in **Recovery Alberta** Youth Services who are required to provide overnight supervision in **camp setting** ~~their role as a Youth Addiction Counsellor~~, will be paid in addition to their Basic Rate of Pay for their regularly scheduled shift(s), four (4) hours of overtime, and four (4) hours in lieu to be taken at a mutually agreed upon time within twenty-eight (28) days.

This Letter of Understanding will expire March 31, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #28

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: EDUCATIONAL ALLOWANCE FOR MENTAL HEALTH THERAPISTS

1. Effective June 29, 2015, in addition to their hourly rate, Employees in the Main Body Salaries Appendix, the Supplementary Salary Schedule, Former Chinook Health Region, the Supplementary Salary Schedule, Former Aspen Regional Health, the Supplementary Salary Schedule and the Former Northern Lights Health Region of classification Mental Health Therapist with the following qualifications:

- a. Master's Degree in Social Work
- b. Master's Degree in Psychology
- c. Master's Degree in Nursing
- d. **Masters Degree In Occupational Therapy**

will be paid an Educational Allowance of \$1.00/hour.

2.
 - (i) The Educational Allowance shall be payable only upon the Employee providing the Employer with satisfactory proof of the Master's Degree and that the Degree is from an accredited and recognized University.
 - (ii) **Existing Employees who hold a Master's Degree in Occupational Therapy shall have ninety (90) days from the date of ratification of the Collective Agreement to provide satisfactory proof as per 2.) above in order to have the allowance retroactive to date of ratification. If satisfactory proof is not received within ninety (90) days of the date of ratification, the Educational Allowance shall be payable from the date it is received by the Employer.**
3. New Employees shall have ninety (90) days from their date of hire to provide satisfactory proof as per 2.) above in order to have the allowance retroactive to their date of hire. If satisfactory proof is not received within ninety (90) days of their date of hire, the Educational Allowance shall be payable from the date it is received by the Employer.
4. Basic Rate of Pay shall be deemed to be inclusive of Educational Allowance paid in accordance with this Letter of Understanding.
5. Those Employees who were classified as Psychologist I or Social Worker III's prior to the introduction of the new classification of Mental Health Therapist will continue to be paid at the Pay Grade 8 level and receive any economic adjustments as long as they continue to occupy their current Mental Health Therapist position.

6. This Letter of Understanding shall not apply to those Employees listed in Item 2 Local Conditions Applicable to South Zone.

This Letter of Understanding will expire March 31, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

FOR RATIFICATION

LETTER OF UNDERSTANDING #33

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: TRANSITIONAL PROVISIONS FOR EMPLOYEES MOVING INTO THE HSAA BARGAINING UNIT

The Parties agree to the following transitional terms for Alberta Health Services Employees that move from exempt positions, or from other bargaining units, into the HSAA Bargaining Unit as a result of a decision from the Alberta Labour Relations Board, or from agreement between the Parties.

For a transition into the HSAA Bargaining Unit, the Parties agree to meet to identify the following dates for each transition:

Implementation Date – Unless expressly addressed otherwise in this Letter of Understanding, the implementation date will be the date upon which the terms and conditions of the HSAA/AHS collective agreement apply.

Benefit Implementation Date – The date upon which the Employee(s) will be covered by the HSAA Benefit plan.

Article 5: Dues Deduction

HSAA dues deductions from Employees shall take effect on the implementation date (e.g. the date the Employee commences in the HSAA bargaining unit).

Article 9: Probation Period

Employees who, as of the Implementation Date, have not completed their probation shall serve the remainder of their probation to the maximum number of hours identified under their previous terms and conditions of employment or Collective Agreement, exclusive of overtime hours, from the date on which the current period of continuous employment commenced.

Article 10: Hours of Work and Article 11: Work Schedules & Shifts

The Parties agree that hours of work and schedules will comply with Article 10/44.03: Hours of Work and Article 11/44.04: Work Schedules and Shifts within one hundred and twenty (120) days of the Implementation Date. Any changes to schedules will be subject to a 12 week posting period.

Article 12: Overtime

As of the Implementation Date, Employees will be eligible for overtime in accordance with Article 12/44.05 – Overtime of the AHS/HSAA Collective Agreement.

Overtime banks accrued up to the implementation date shall be maintained and transferred intact. As of the Implementation Date, Overtime banks will be administered in accordance with the provisions of Article 12/44.05 - Overtime.

Overtime days in lieu that have been approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 14: Salaries

Effective the Implementation Date, Employees that were on another union's wage grid shall be placed at the step of the mapped receiving agreement classification based on their current step in their former classification (step for step).

Employees that were on existing non-union wage grids shall be placed on the mapped receiving agreement classification based on years of service in their former classification.

~~Effective the Implementation Date Employees will be placed at the Step on the HSAA salary scale based on their years of service in their current classification.~~ Where such rate is lower than their current rate of pay, then the Employee shall be placed on the applicable step based on their years of service in their current classification and red-circled for twenty-four (24) months, or until they can be transitioned onto the salary scale, whichever is sooner.

Full-time Employees who receive a pay increase, shall have their increment anniversary date for future increases established as the Implementation Date.

Part-time and Casual Employees who receive a pay increase, shall earn hours towards their next increment as of the Implementation Date.

Article 21: Vacation with Pay

Employees shall have their continuous service date with AHS (including continuous service with a former entity that is contiguous with their service with AHS) recognized for the purpose of establishing annual vacation entitlement.

Vacation banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Vacation banks will be administered in accordance with the provisions of Article 21/44.08 – Vacation with Pay.

Commencing on the Implementation Date, an Employee's vacation entitlement shall be in accordance with Article 21/44.08: Vacation with Pay of the AHS/HSAA Collective Agreement. Subject to 21.07, vacation days approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 22: Named Holidays

As of the Implementation Date, Employees will be eligible for Named Holidays in accordance with Article 22/44.09 – Named Holidays of the AHS/HSAA Collective Agreement.

Named Holiday banks, including the floater holiday bank, accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Named Holiday banks will be administered in accordance with the provisions of Article 22/44.09 – Named Holidays. Stat days in lieu approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 23: Sick Leave

Sick banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, sick banks will be administered in accordance with the provisions of Article 23/44.10 – Sick Leave.

Article 25: Employee Benefits Plans

Eligible Employees shall be placed in the common AHS/HSAA benefit plan effective the Benefit Implementation Date.

Employees who had benefits prior to implementation date shall not lose coverage solely as a result of transition.

Treatments with a service date prior to the Benefit Implementation Date will remain subject to the provisions of the previous benefit plan. Treatments with a service date as of the Benefit Implementation Date or later will be subject to the provisions of the AHS/HSAA benefit plan.

Any eligible expenses incurred prior to the Benefit Implementation Date are eligible to be claimed against the previous benefit plan provided that such claim is submitted to and received by Alberta Blue Cross within two (2) months of the former benefit plan terminating.

No waiting period will be required for Employees enrolling in the Benefit Plan as a result of this transition.

Article 26: Pension Plan

Eligible Employees will continue to participate in the Local Authorities Pension Plan as per Article 26 – Pension Plan.

Article 28: Seniority

For Employees that are transitioned from another Union the current recognized seniority date from the predecessor Union shall be recognized.

For Employees that are transitioned from a non-unionized position Seniority shall be the date Employees were hired with the Employer (including continuous service with a former entity that is contiguous with their service with AHS).

Where an Employee concurrently holds multiple regular or temporary positions under two or more Collective Agreements transitioning into the Receiving Agreement, and has multiple established seniority dates, the earliest date shall apply.

Casual Employees who have never held a regular or temporary position (and therefore have not had a seniority date computed previously) will have a seniority date calculated upon transferring to a regular or temporary position, in accordance with the provisions of Article 28, by dividing contiguous hours worked with the Employer (including continuous service with a former entity that is contiguous with their service with AHS) by 2022.75.

Article 29: Promotions, Transfers, and Vacancies – Trial Period

Employees who, as of the Implementation Date, have not completed their trial period shall serve the remainder of their trial period, to the maximum number of hours identified under their previous terms and conditions of employment or Collective Agreement.

Article 33: Leaves of Absence

Personal Leave

Effective the next April 1 after the Implementation Date, eligible Employees shall receive personal leave in accordance with the provisions of 33.04.

Modified Workdays: Modified Workday/10 Month Schedule/Teleworking/Flexible Work Schedule

The parties agree to review all existing modified workday/teleworking/flexible work schedule agreements within one hundred and twenty (120) days of the Implementation Date to ensure compliance with the AHS/HSAA Collective Agreement.

Banked hours accrued as a result of any of the aforementioned arrangements shall be maintained and transferred intact.

Any time off associated with any of these arrangements and approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Employees Absent Due to WCB, STD, LTD, or Leave of Absence

For Employees who are absent due to Workers' Compensation, Short Term Disability, Long Term Disability, or approved Leave of Absence on the Implementation Date shall continue under previous terms and conditions of employment or Collective Agreement. The terms and conditions of the AHS/HSAA Collective Agreement and the transition provisions of this Letter of Understanding shall apply effective the date the Employee returns to work.

Flexible Spending Account

As of the Benefits Enrollment Date, Employees shall be covered by Letter of Understanding #6 – Flexible Spending Account (FSA) in the AHS/HSAA Collective Agreement. For the purposes of implementation, the allocation to the HSAA FSA shall be pro-rated based upon the Employee's FTE

as of the Implementation Date and number of months remaining in the calendar year as of the Benefits Enrollment Date.

AHS shall confirm an allocation period for all eligible Employees in order to allocate funds for utilization of their FSA for the remainder of the calendar year following the Implementation Date.

Letters to Employees

Employees shall receive a letter from AHS, copied to HSAA, which shall include the following:

- (i) Confirmation of the Implementation Date of their transition;
- (ii) Employment status (i.e. regular full time, regular part-time, temporary, or casual);
- (iii) FTE;
- (iv) Classification;
- (v) Increment level and Basic Rate of Pay
- (vi) **Anniversary date for increment or hours until next increment**
- (vii) Confirmation of the benefits enrollment date;
- (viii) Seniority date and date of hire (if different);
- (ix) Vacation entitlement level; and
- (x) Current sick, vacation, named holiday, and overtime banks.

Each Employee shall have sixty (60) consecutive calendar days from the date of notification of the information above to advise the Employer, in writing, if the Employee believes the information to be incorrect.

The Parties agree to meet to discuss unique circumstances (hours of work arrangements, specific Letters of Understanding, local conditions, etc.) that may arise as a result of this Letter of Understanding.

Employees will receive an additional letter outlining significant changes to the benefits plan.

The Letter of Understanding will expire March 31, **2028**, or upon the date the ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #36

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: RECRUITMENT AND RETENTION BONUS FOR NEW PERFUSIONISTS

~~In consideration of the significant operational, recruitment and retention challenges in attracting Perfusionists, the following agreement is made between the Parties on a without prejudice and without precedent basis:~~

- ~~1. A recruitment bonus may be offered to a non Alberta Health Services Perfusionists who agrees to be employed in areas within Alberta Health Services where recruitment issues are impacting Operations.~~
- ~~2. A recruitment bonus of five thousand dollars (\$5,000.00) for a one (1) year commitment and ten thousand dollars (\$10,000.00) for a two (2) year commitment to a permanent position with a full-time equivalency (FTE) of zero point sixty (0.60) and greater.~~
- ~~3. A recruitment bonus of three thousand dollars (\$3,000.00) for a one (1) year commitment and six thousand dollars (\$6,000.00) for a two (2) year commitment to a permanent position with a full-time equivalency (FTE) of zero point sixty (0.60) and zero point fifty nine (0.59).~~
- ~~4. Funds will be paid out in a lump sum of seventy five percent (75%) upon hire and the remaining twenty five percent (25%) at the end of term of the agreed to service.~~
- ~~5. Should the Employee terminate employment, the Employee shall forfeit all rights to any remaining amount. The Employee shall also be required to repay the recruitment bonus prorated based on their length of service, calculated as follows:~~
 - ~~(i) For Employees who agree to a one (1) year commitment, one twelfth (1/12) of the bonus for each month less than the one (1) year commitment;~~
 - ~~(ii) For Employees who agree to a two (2) year commitment, one twenty-fourth (1/24) of the bonus for each month less than the two (2) year commitment.~~
- ~~6. The payment of a recruitment bonus shall be based on operational need to ensure ongoing operations are addressed. When it is deemed that this Letter of Understanding is no longer required, the Employer shall advise the Union by providing eight (8) weeks' notice.~~
- ~~7. The Employer shall advise the Union which Employees receive the signing bonus and also list their FTE, classification and location.~~

~~8. The Employer shall submit all Return of Service Agreements to the Union in a timely manner.~~

In consideration of the significant operational, recruitment and retention challenges in attracting Perfusionists, the following agreement is made between the Parties on a without prejudice and without precedent basis:

1. A recruitment bonus may be offered to a non-Alberta Health Services Perfusionist who agrees to be employed in areas within Alberta Health Services where recruitment issues are impacting Operations.
2. A retention bonus may be offered to eligible Alberta Health Services Perfusionists who agrees to be employed in areas within Alberta Health Services where recruitment issues are impacting Operations and who complete a Return for Service Agreement.

Recruitment Bonus

3. A recruitment bonus of ten thousand dollars (\$10,000.00) for a one (1) year commitment, twenty thousand dollars (\$20,000.00) for a two (2) year commitment, or thirty thousand dollars (\$30,000.00) for a three (3) year commitment, to a permanent position with a full-time equivalency (FTE) of zero point sixty (0.60) and greater.
4. A recruitment bonus of five thousand dollars (\$5,000.00) for a one (1) year commitment, ten thousand dollars (\$10,000.00) for a two (2) year commitment, or fifteen thousand (\$15,000.00) for a three (3) year commitment to a permanent position with a full-time equivalency (FTE) of zero point forty (0.40) to zero point fifty-nine (0.59).

Retention Bonus

5. A retention bonus of ten thousand dollars (\$10,000.00) for a one (1) year commitment, twenty thousand dollars (\$20,000.00) for a two (2) year commitment, or thirty thousand dollars (\$30,000.00) for a three (3) year commitment, to a permanent position with a full-time equivalency (FTE) of zero point sixty (0.60) and greater.
6. A retention bonus of five thousand dollars (\$5,000.00) for a one (1) year commitment, ten thousand dollars (\$10,000.00) for a two (2) year commitment, or fifteen thousand dollars (\$15,000.00) for a three (3) year commitment, to a permanent position with a full-time equivalency (FTE) of zero point forty (0.40) to zero point fifty-nine (0.59).
7. Funds will be paid out in a lump sum of seventy-five percent (75%) upon hire and the completion of a Return for Service Agreement, or upon the completion of a Return for Service Agreement for existing Alberta Health Services Perfusionists, and the remaining twenty-five percent (25%) at the end of term of the agreed to service.
8. Should the Employee terminate employment, the Employee shall forfeit all rights to any remaining amount. The Employee shall also be required to repay the recruitment or retention bonus prorated based on their length of service, calculated as follows:

- (i) For Employees who agree to a one (1) year commitment, one-twelfth (1/12) of the bonus for each month less than the one (1) year commitment.
 - (ii) For Employees who agree to a two (2) year commitment, one twenty fourth (1/24) of the bonus for each month less than the two (2) year commitment.
 - (iii) For Employees who agree to a three (3) year commitment, one thirty-sixth (1/36) of the bonus for each month less than the three (3) year commitment.
9. The payment of a recruitment or retention bonus shall be based on operational need to ensure ongoing operations are addressed. When it is deemed that this Letter of Understanding is no longer required, the Employer shall advise the Union by providing eight (8) weeks' notice.
10. The Employer shall advise the Union which Employees are eligible to receive the recruitment or retention bonus, and list their FTE, classification, and location.
11. The Employer shall submit all Return for Service Agreements to the Union in a timely manner.

This Letter of Agreement will expire March 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #38

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: JOINT CLASSIFICATION COMMITTEE

The Parties agree that the purpose of the Joint Classification Committee is to exchange information, engage in discussions and make recommendations to their respective principals.

The Committee will meet in accordance with the current Terms of Reference, but no fewer than four (4)-times per calendar year. **The Parties agree that the Terms of Reference will be reviewed and updated as needed.**

The Joint Classification Committee shall consist of:

- Subject Matter Experts from each **Party**;
- Chairpersons established by each Party who will alternate chairing the Joint Classification Committee meetings.

Representatives from the HSAA/AHS Joint Committee may attend as observers.

The topics discussed by the Joint Classification Committee may include:

- Classification Projects and Appeal Updates;
- Out of scope inclusions and exclusions in accordance with Letter of Understanding #~~35~~**34**
- Review of Local Condition Classifications;
- Development of new and revisions to existing Classification Specifications;
- **Matters relating to the current classification system, tools, and point factor plan; and,**
- Discussion on other issues of mutual interest with respect to classifications.

The Committee may make recommendations to their respective principals on matters discussed by the Committee, **work cooperatively**, and may issue joint communications as necessary.

The Parties agree to pay the expenses of their own members on the Joint Classification Committee.

The Letter of Understanding will expire March 31, **2028**, or upon the date the ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #39

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: WORKERS' COMPENSATION

Whereas, the Parties agree that both organizations would benefit from developing a deeper understanding within their respective labour relations personnel regarding the administration of the benefit provided in Article 24.01(a);

The Parties agree to the following:

1. The matter will be referred to the Joint Committee to establish a representative working committee which may include subject matter experts,
2. The working committee shall be struck within ~~thirty (30)~~ **ninety (90)** days of ratification of a new collective agreement and shall meet within ~~sixty (60)~~ **one hundred and twenty (120)** days of ratification of a new collective agreement, **unless otherwise mutually agreed to by the Parties.**
3. Such committee shall have the following accountabilities:
 - (a) Engage with AHS representatives who participate in the administration of the benefit to understand the manner in which:
 - (i) the WCB calculates an individual's entitlement to workers compensation and how such is remitted to AHS;
 - (ii) AHS calculates the entitlement in Article 24.01(a);
 - (iii) AHS reconciles the payment received on an Employee's behalf with entitlement paid in Article 24.01(a).

The working committee may review any other ancillary information related to the benefit or the process.

- (b) Sharing of existing and development of new documentation (as necessary) of the processes identified above to assist labour relations personnel in resolving any disputes arising from the administration of the benefit.

This letter of understanding will expire March 31, **2028**, or upon the date of the ratification of the next collective agreement, whichever is later.

LETTER OF UNDERSTANDING #40

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

~~—and—~~

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: PROCESS TO USE VACATION CREDITS FOR THE MONTH OF APRIL 2023

The Parties agreed that effective January 1, 2023, Article 21.01 (b) will be amended as follows:

~~21.01 (b) — “vacation year” means the twelve (12) month period commencing on the first (1st) day of May in each calendar year and concluding on the last day of April of the following calendar year.~~

~~The Parties confirm that this amendment is applicable on a go forward basis starting with the vacation year of May 1, 2023, to April 30, 2024.~~

~~The Parties acknowledge that this amendment impacts an Employee’s ability to exercise their seniority to use vacation credits in the month of April 2023.~~

~~Therefore, on a one time only basis, the following process will be employed for requesting vacation that would fall within the month of April 2023:~~

- ~~(a) — The vacation planner posted no later than January 1, 2023, will also allow for planning for the month of April 2023. At the time of posting the planner the Employer shall provide guidance as to the reasonable number of Employees participating in the planner who can be granted vacation for the month of April 2023.~~
- ~~(b) — Employees will have fourteen (14) calendar days to submit a request to utilize available vacation credits in the month of April 2023.~~
- ~~(c) — Following the deadline for submission, vacation requests will be approved or denied within twenty-eight (28) calendar days.~~
- ~~(d) — Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken.~~
- ~~(e) — Following the completion of this process, all other requests for vacation during the month of April 2023, will be considered on a first come first serve basis.~~

~~The process described in Article 21.05 will remain in effect for vacation planning for the vacation year commencing on May 1, 2023, and subsequent vacation years.~~

~~This letter of understanding will expire March 31, 2024, or upon the date of the ratification of the next collective agreement, whichever is later.~~

FOR RATIFICATION

LETTER OF UNDERSTANDING #41

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: RURAL CAPACITY INVESTMENT FUND

~~In addition to the provisions outlined in this Collective Agreement, effective the date of ratification[†], the Employer agrees to implement a Rural Capacity Investment Fund (“the Fund”). The Fund will allocate \$5.7 million per fiscal year for recruitment and retention incentives and for relocation assistance.~~

~~The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the Parties to be “difficult to recruit to” in the North, Central, and South Zones.~~

~~“Difficult to recruit to” may be determined by indicators such as:~~

- ~~• high vacancy rates;~~
- ~~• vacancies that remain unfilled for longer than ninety (90) days;~~
- ~~• high turnover; or~~
- ~~• mutual agreement of the Parties.~~

~~All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program specific concerns, or may address broader recruitment and retention challenges for the Employer. The Parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return for service agreement as agreed by the Parties.~~

~~The Parties agree that the recruitment and retention initiatives may vary, depending on the identified needs.~~

Operation of the Fund

~~A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty (30) days of ratification.~~

[†] The timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2023.

~~The Committee shall be comprised of 7 Employer and eight (8) Union representatives, representing North, Central and South Zones. One of the eight (8) Union representatives shall be a member of the current bargaining committee as selected by the current bargaining committee. The Parties may mutually agree to add additional representatives as necessary.~~

~~The Committee shall meet within sixty (60) days of ratification and thereafter on a quarterly basis until the end of the term of the Collective Agreement.~~

~~The purpose of these meetings is as follows:~~

- ~~• to share information on the sites/programs/positions the Parties deem to be “difficult to recruit to” based on the indicators listed above;~~
- ~~• to bring forward for consideration and discussion recruitment and retention initiatives;~~
- ~~• to assess the effectiveness of previous allocations of the Fund.~~

~~The Employer will endeavour to use the entire Fund within each fiscal year.~~

~~At the end of the fiscal year, the Employer will provide the Committee with a breakdown of how the funds have been allocated in that fiscal year to address rural and remote recruitment and retention challenges in North, Central and South Zone.~~

~~Administration of the Fund shall be in compliance with AHS Finance and Audit requirements.~~

~~This Letter of Understanding shall expire on March 31, 2024.~~

In addition to the provisions outlined in this Collective Agreement, effective the date of ratification, the Employer agrees to extend the a Rural Capacity Investment Fund (“the Fund”).

The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the Parties to be “difficult to recruit to” in the North, Central, and South Zones of signatory Employers to this Collective Agreement. The Parties may also mutually agree to target initiatives to “difficult to recruit to” rural sites that fall within the Edmonton and Calgary Zones.

“Difficult to recruit to” may be determined by indicators such as:

- high vacancy rates;
- vacancies that remain unfilled for longer than ninety (90) days;
- high turnover; or
- mutual agreement of the Parties.

All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program-specific concerns, or may address broader recruitment and retention challenges for the Employers. The Parties agree that payment of recruitment and retention incentives under this Fund will be conditional upon completion of a return-for-service agreement as agreed by the Parties.

The Parties agree that the recruitment and retention initiatives may vary, depending on the identified needs.

Operation of the Fund

A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty (30) days of ratification.

The Committee shall be comprised of seven (7) Employer and eight (8) Union representatives, representing North, Central and South Zones. One of the eight (8) Union representatives shall be a member of the current bargaining committee as selected by the current bargaining committee.

The Parties may mutually agree to add additional representatives as necessary.

The Committee shall meet within sixty (60) days of ratification and thereafter on a quarterly basis until the end of the term of the Collective Agreement.

The purpose of these meetings is as follows:

- to share information on the sites/programs/positions the Parties deem to be “difficult to recruit to” based on the indicators listed above;
- to bring forward for consideration and discussion recruitment and retention initiatives;
- to assess the effectiveness of previous allocations of the Fund.

The Employers will endeavour to use the entire Fund within each fiscal year; however, funds can be carried over from year to year.

At the end of each fiscal year, the Employers will provide the Committee with a breakdown of how the funds have been allocated in that fiscal year to address rural and remote recruitment and retention challenges in North, Central and South Zone.

The role of the Facilitator is to:

- educate the committee on the consensus based decision making model;
- assist the committee in setting norms;
- chair meetings and lead consensus building sessions, and
- render binding decisions when the committee cannot reach consensus.

The Facilitator’s fees shall be paid from the Fund.

Administration of the Fund shall be in compliance with AHS Finance and Audit requirements.

The annual allocation for fund dispersal shall be as outlined below.

FISCAL YEAR	ANNUAL ALLOCATION
2024	\$5,928,000.00
2025	\$16,500,000
2026	\$16,500,000
2027	\$16,500,000

LETTER OF UNDERSTANDING #42

BETWEEN

ALBERTA HEALTH SERVICES

~~-and-~~

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

**RE: LUMP SUM PAYMENT FOR SERVICES RENDERED DURING THE COVID-19
RESPONSE**

In accordance with paragraph nine (9) of the Mediator's Recommendation issued June 28, 2022 as follows:

~~“[9] As reflected in Appendix “A”, these wage increases are in addition to a COVID Recognition Lump Sum in the amount of 1% for all hours worked from January 1, 2021 to December 31, 2021 payable to all Employees.”~~

~~The COVID Recognition Lump Sum was paid on September 7, 2022.~~

LETTER OF UNDERSTANDING #43

BETWEEN

ALBERTA HEALTH SERVICES
- and -
HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: DEFINED BENEFIT PLAN ENHANCEMENTS ARISING FROM RATIFIED MEDIATOR'S RECOMMENDATION

~~In accordance with Section B of the Mediator's Recommendation as follows:~~

B. Benefits

~~[10] As reflected in Appendix "A", the parties have agreed to reconfigure benefits coverage for Psychologist/Master of Social Work/Addictions Counsellor to eliminate the per visit and 20 visit per year maximums and implement a combined maximum of \$3000.00 per participant per benefit year.~~

~~Further the Mediator recommended the following additional benefit improvements be included in the agreement:~~

- ~~• The deletion of the requirement for a physician's order for accessing Registered Massage Therapy and Orthotics.~~
- ~~• The increase of Registered Massage Therapy benefits to \$50 per visit to a maximum of \$1000.~~
- ~~• The increase of OT and PT benefits to \$50 per visit and a combined maximum of \$1000.~~

~~Benefits improvements would take effect 90 days following ratification.~~

~~The aforementioned amendments were made to the Alberta Blue Cross Supplementary Health Benefits Plan as described at Article 25.01 (b)(vi) effective November 1, 2022, by agreement of the Parties.~~

The Parties agree to the following improvements to the defined benefits plan:

- 1. Addition of continuous glucose monitoring monitors, including dexcom.**
- 2. Deletion of twelve (12) month insulin dependency limitation for flash glucose meters.**
- 3. Deletion of requirement for a written order from a healthcare professional for diabetic equipment.**

4. Increase massage therapy coverage from \$50 dollars per visit to \$75 dollars per visit, to a maximum of \$1000 dollars per year.
5. Dental Benefits: (changes only, other current coverages to remain)
Scaling/root planing - Move 3 units of scaling from the 50% coverage to 80% coverage

Benefits improvements would take effect January 1, 2026.

FOR RATIFICATION

LETTER OF UNDERSTANDING #

BETWEEN

ALBERTA HEALTH SERVICES

—and—

HEALTH SCIENCES ASSOCIATION OF ALBERTA (hereinafter referred to as the Union)

RE: PILOT APPEAL PROCESS

WHEREAS the Parties agree as follows:

1. ~~Reclassification Appeals Pilot Process~~

The Parties agree to trial a pilot process for reclassification appeals one (1) year from date of signing. Either Party may request an extension of that time period and such request shall not be unreasonable denied.

For the purposes of this pilot, the following process will temporarily replace the process indicated in Article 40.02(B) (Internal Appeal Process), 40.02(C) (External Appeal Process) and 40.03 (Dispute Resolution) of the collective agreement between the Health Sciences Association of Alberta and Alberta Health Services.

2. ~~Classification Appeal Request~~

When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification Analyst) shall submit a written request to the Employer (Human Resources — Job Evaluation) within thirty (30) days of the time the Employee received written notification of the classification decision.

The written request shall:

- (i) ~~Outline the reason(s) the Employee believes the classification decision is not appropriate.~~
- (ii) ~~Identify an existing classification within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale).~~
- (iii) ~~Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.~~

~~Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources — Job Evaluation) and the Union Representative (Classification Analyst) will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) days.~~

3. — Internal Appeal Process

- ~~(i) — Following confirmation of appeal validity, as noted above, the Employer (Human Resources — Job Evaluation) will conduct a further internal review based on the information provided, which will include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer (Human Resources — Job Evaluation) will provide a written response to the request for appeal to the Employee and Union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.~~
- ~~(ii) — In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Director, Job Evaluation (or designate), within thirty (30) days following the date the decision was communicated in (i) above.~~
- ~~(iii) — The Director, Job Evaluation (or designate), shall meet with the Employer (Human Resources — Job Evaluation) and the Union Representative (Classification Analyst) within sixty (60) days of the appeal being advanced to this level (Internal Appeal). Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) days, prior to the date of the appeal hearing.~~
- ~~(iv) — The decision of the Director, Job Evaluation (or designate), will be communicated to the Union within ten (10) days of the internal appeal hearing.~~

4. — External Appeal Process

~~In the event the Union and Employee do not agree to the classification decision by the Director, Job Evaluation (or designate), the Union may submit an appeal of the decision to the Employer (Human Resources) within thirty (30) days of the reply from the Director, Job Evaluation.~~

~~The Parties agree that a single external classification consultant (Appeal Chair), agreed to by the Parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Alberta Health Services.~~

~~The appeal hearing will be scheduled for both Parties to present their rationales and supporting documentation to the classification consultant. This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.~~

~~Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.~~

~~The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both Parties.~~

~~The Appeal Chair shall be selected from a standing list of consultants agreed to by the Parties. The fees and expenses of the Appeal Chair shall be shared equally between the Parties.~~

~~Salary treatment upon classification change shall be in accordance with Article 40.04(a) and (b) of the Collective Agreement.~~

~~For the purpose of the Reclassification Process Pilot, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 22.01(a).~~

~~Time limits may be extended by mutual agreement in writing, between the Union and the Employer.~~

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: MENTAL HEALTH CLASSIFICATION REVIEW

1. Alberta Health Services has identified a requirement to conduct a classification review of several mental health specific classifications within the Health Sciences Association of Alberta Collective Agreement.

These classifications are:

- Mental Health Clinician (All Local Conditions)
 - Mental Health Therapist (Calgary Community (Including Airdrie and Cochrane))
 - Mental Health Therapist (Former Aspen Regional Health, Former Chinook Health Region and Former Northern Lights Health Region)
 - Mental Health Therapist (Main Body)
 - Family Counsellor (Main Body)
2. The purpose of the classification review will be to ensure consistency across the province as it relates to the above classifications.
 3. The classification review may include updating existing job descriptions, conducting position information meetings with a representative number of Employees and Managers, updating and/or creating new classification specifications and allocating positions to the appropriate classifications using the *Classification Specifications User Manual*. The result of the review may include deletion of the local condition classifications along with creation and/or updating of classifications in the Main Body Salaries Appendix of the Collective Agreement.
 4. Employees affected by the classification review will be placed into the appropriate classification in accordance with Article 40.04 of the Collective Agreement.

Every effort will be made to complete the classification review within two (2) years of the date of ratification of this collective agreement. A request by either party to extend this timeline shall not be unreasonably denied.

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next collective agreement.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: LIVING DONOR WAGE REPLACEMENT

WHEREAS the Parties wish to reduce any barriers that may prevent an Employee from becoming a living donor;

The Parties agree that the Alberta Health Services “Living Donor Wage Replacement” Policy will apply to all Employees who are part of this Collective Agreement.

Alberta Health Services commits to consult with HSAA when the Policy is reviewed and negotiate any changes that may result from that review.

This Letter of Understanding will expire March 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: INFORMATION SHARING

On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category; Notices of Vacancy; Voluntary Turnover/ Termination for the bargaining unit.

This Letter of Understanding will expire March 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: SUPPORT FOR EMPLOYEES UPGRADING EDUCATION

The Parties agree that supporting Employees while they are upgrading their education in their field is mutually beneficial to the Employer and the Employee. Therefore, the Parties agree to the following:

1. Employees may request a Leave of Absence (LOA) of up to twenty-four (24) months from their Regular position to fulfill the requirements of their education program. The request for LOA shall include the name of the program, whether the program will be part-time or full-time studies, and the expected duration of the LOA, which shall not be greater than twenty-four (24) months unless otherwise agreed to by the Employer. The Employee shall also indicate if they are willing to work as a Casual during the LOA.
2. The Employer shall respond to the request for LOA within fourteen (14) calendar days.
3. Requests for LOA under this Letter of Understanding shall not be unreasonably denied. If the Employer denies the request, the response shall be provided in writing and rationale provided at the same time.
4. Employees who agree to work as a Casual Employee during their LOA shall not be required to work a minimum number of shifts to maintain their Employment in their Casual status. Where minimum hours are required or recommended for skills maintenance, Employer related education and training may be required upon returning to work.
5. The Employee must provide thirty (30) days' notice of their return to work from their LOA. The Employer will reinstate the Employee in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.
6. Where an Employee cannot return to work as anticipated and approved, they should notify the Employer of their reason(s) as soon as possible.
7. Should an Employee on a LOA under this Letter of Understanding not return to work as anticipated and approved, and without sufficient reason, reinstatement in accordance with paragraph 5 of this Letter of Understanding does not apply.

8. This Letter of Understanding can be terminated with ninety (90) days' notice by either party. When notice to terminate under this paragraph is served, Employees on an approved LOA will be permitted to finish their program as per the terms of this Letter of Understanding.

This Letter of Understanding will expire March 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

FOR RATIFICATION

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

**RE: COMMITMENT TO DISCUSS IMPROVEMENTS TO THE GRIEVANCE,
MEDIATION AND ARBITRATION PROCESS IN THE COLLECTIVE AGREEMENT**

The Parties agree to continue exploring and discussing challenges associated with the current grievance arbitration and mediation processes, and ways to increase efficiencies and reduce backlog, which may result in a new or revised process developed that meets the Parties' needs.

The Parties may continue to use the mechanisms available to them under Letter of Understanding #16 and Letter of Understanding #29 in the collective agreement.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

**ALBERTA HEALTH SERVICES (AHS)
AND**

**PROVINCIAL HEALTH AGENCIES (PHA) INCLUDING BUT NOT LIMITED TO
RECOVERY ALBERTA AND ANY PROVINCIAL HEALTH CORPORATIONS
AND
HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)**

(hereinafter collectively referred to as the “Parties”)

RE: HEALTH CARE RE-FOCUSING

The parties agree that the Letter of Understanding “RE: Transition of Employees Pursuant to the Health Statutes Amendment Act, 2024” shall be replaced with the following Letter of Understanding:

The Parties acknowledge the Health Statutes Amendment Act, 2024 enables the creation of Provincial Health Agencies (PHA) and permits the issuing of transfer orders, and that the Government of Alberta is proceeding with Health Care Re-focusing, the impact of which is to transfer Employees or classes of Employees from AHS to a Provincial Health Agency or Provincial Health Corporations. Approximately 23,000 members of the HSAA bargaining unit as described in certificate #C-141- 2017 are currently employed by AHS, some of which may be impacted as a result of a transfer order. The Parties have a shared interest in ensuring seamless continuation of service delivery for patients and clients while supporting impacted Employees through the transition.

The Parties therefore agree as follows (hereinafter the “Agreement” or “Letter of Understanding”):

PART A: DEFINITIONS

1. For purposes of this Agreement the following definitions shall apply:

- (a) **“Directly affected Employee”** means an AHS Employee holding one or more positions identified for transfer to a Provincial Health Agency or a Provincial Health Corporation as a result of a transfer order.
- (b) **“Transferring Employee”** means an AHS Employee who is transferred to a Provincial Health Agency or a Provincial Health Corporation as a result of a transfer order.
- (c) **“Payroll Transfer Date”** means the date on which transferring Employees are migrated from the AHS payroll group to the Provincial Health Agency or a Provincial Health Corporation payroll group.

PART B: PRE-PAYROLL TRANSITION

1. AHS and HSAA shall reach mutual agreement on a communication addressed to current bargaining unit members to outline potential impacts and options associated with the order establishing, the transfer order, and this Agreement. This does not prohibit each Party from issuing their own communications.
2. AHS will issue a report to HSAA to confirm the names of all Directly affected Employees within fourteen (14) days following the issuance of a transfer order along with any subsequent amendments to the transfer order or new transfer orders.
3.
 - (a) AHS shall issue a notice via e-mail to all Directly affected Employees within thirty (30) days following the issuance of a transfer order, to advise that their position(s) has been identified for transfer to the Provincial Health Agency or a Provincial Health Corporation and confirming the details of their position.
 - (b) Directly affected Regular Employees who have received a notice of transfer shall have a one-time opportunity to review available vacancies and indicate their preference to remain with AHS subject to the below:
 - i. Employees who indicate their preference to remain with AHS may be placed in a regular vacant position in their current classification at AHS. A vacant position for the purposes of this Agreement is one in which has been or will be posted and has not been filled as per Article 29 of the Collective Agreement, and where no offer(s) of employment have been made. Where a position has already been posted and has received applicants not affected by the transfer order, the Union agrees that said internal applicants will be excluded from the hiring process of the position(s).
 - ii. The Employer will provide Directly affected Regular Employees and HSAA with a provincial list of all available positions within ten (10) days of the signing of this Agreement.
 - iii. Directly affected Regular Employees must declare their intent and vacancy preferences in an electronic format to AHS within five (5) days of receiving the vacancy list as noted in paragraph 3(b)(ii). A Directly affected Employee may identify up to four (4) positions from the list of available vacancies. A declaration of intent does not guarantee placement in a vacancy.
 - iv. The Employer retains the right to determine whether the Directly affected Regular Employee selecting a vacancy is capable and qualified, and the mechanism for determining whether said applicant(s) is capable and qualified for the posting. The Employer shall act reasonably in their determinations. Any disputes related to this process under 3(iv) shall be referred to the grievance procedure as per Article 46.
 - v. Where more than one Directly affected Employee declares an intention for the same position and is adjudged capable and qualified, such position shall be

awarded in order of seniority.

- vi. The Employer will notify Directly affected Employees of the position placement, if any, as soon as reasonably possible, along with a copy of the notification to HSAA.
 - vii. Should the Directly affected Employee not be deemed capable and qualified for any of the identified position(s) or should none of the position(s) identified by the said Employee be offered to them in accordance with this process, the Directly affected Employee will be transferred to the applicable Provincial Health Agency or a Provincial Health Corporation in accordance with their received notice of transfer.
 - viii. Should the Directly affected Employee identify and be placed in a vacancy at a different Site than their current, the said Employee shall bear all applicable travel and/or relocation costs associated with such placement.
 - ix. The Union agrees to waive all rights related to the posting and hiring requirements under Article 29 and dispute resolution mechanisms afforded to them or any HSAA employees, including but not limited to Article 46 and 47 of the Collective Agreement.
- (c) Directly affected Regular Employees being transferred who are currently in a Temporary position also being transferred, shall be entitled to the rights in (b) above.
- (d) Where possible, Directly affected Employees placed in an AHS vacancy as per the process under paragraph 3, shall be placed in said position prior to the employee transfer date as per the transfer order. Should this not be possible, then the Employee shall transfer as per their notice but shall be entitled to the AHS position as soon as reasonably possible, with consideration including but not limited to, staffing and operational feasibility, and patient care.
4. Directly affected Employees on a Leave of Absence, Workers' Compensation (WCB), or absent due to illness or injury including Short-Term Disability (STD) and Long-Term Disability (LTD), shall be served with notice pursuant to paragraph 3(a), upon their readiness to return to work. The Parties agree that each circumstance involving a Directly affected/Transferring Employee returning from STD, LTD, or WCB will need to be reviewed on a case-by-case basis. The approach taken may vary based on the specific circumstances at hand.
5. (a) Transferring Employees shall not be required to serve a new probationary or trial period as a result of the transfer to the Provincial Health Agency or a Provincial Health Corporation.
- (b) Transferring Employees who are in the process of completing an initial probationary period or a trial period at the time of transfer shall complete the probationary or trial period as applicable.

- (c) A Transferring Employee who is being reinstated or placed pursuant to Article 29.07(a) of the Collective Agreement shall be reinstated to their former position/status or, if such reinstatement is not possible, placed in a suitable position:
 - (i) within AHS in circumstances where the Employee's former position was not affected by the transfer order; or
 - (ii) within the Provincial Health Agency or a Provincial Health Corporation in circumstances where the Employee's former position was affected by the transfer order.
- 6. A Directly affected Regular or Casual Employee working in a temporary position that is also affected by a transfer order shall be reinstated or placed within the Provincial Health Agency or a Provincial Health Corporation in accordance with Article 29 at the conclusion of the temporary position.
- 7. An AHS Employee who holds a regular position or casual status with AHS but who is working in a temporary position that is affected by a transfer order shall continue working in the temporary position as if temporarily transferred to the Provincial Health Agency or a Provincial Health Corporation. The Employee shall maintain their status as a Regular or Casual AHS Employee. The temporary transfer to the Provincial Health Agency or a Provincial Health Corporation shall last until:
 - (a) The Provincial Health Agency or a Provincial Health Corporation decides that the incumbent Employee is no longer required to continue in the temporary position; or,
 - (b) Until the completion of the term of the temporary position expressed in Article 29.

At the conclusion of the temporary transfer, the AHS Employee shall be reinstated or placed in accordance with Article 29 in their Regular position or as Casual status. Such Employees are not prohibited from applying on further temporary positions within the Provincial Health Agency or a Provincial Health Corporation before the Payroll Transfer Date; however, reinstatement or placement with AHS pursuant to Article 29.04 cannot be relied on in said circumstances.

- 8. A Regular or Casual Provincial Health Agency or a Provincial Health Corporation Employee working in a temporary position with AHS that is not affected by a transfer order shall continue working in the temporary position as if temporarily transferred to AHS. The Employee shall maintain their status as a Regular or Casual Employee of the Provincial Health Agency or a Provincial Health Corporation. The temporary transfer to AHS shall last until:
 - (a) AHS decides that the incumbent Employee is no longer required to continue in the temporary position; or
 - (b) Until the completion of the term of the temporary position expressed in Article 29.

At the conclusion of the temporary transfer, the Provincial Health Agency or a Provincial Health Corporation Employee shall then transfer to the Provincial Health Agency or a Provincial Health Corporation and be reinstated or placed in accordance with Article 29.

9. Directly affected Temporary Employees, as defined under Article 2.06(c) working in a temporary position that is affected by a transfer order shall transfer to the Provincial Health Agency or a Provincial Health Corporation to continue working in the temporary position until:
 - (a) The Provincial Health Agency or a Provincial Health Corporation decides that the incumbent Employee is no longer required to continue in the temporary position.
 - (b) Until the completion of the term of the temporary position.
10. Casual Employees who work in areas not affected by a transfer order and also in areas affected by a transfer order will maintain existing concurrent Casual status with AHS and the Provincial Health Agency or a Provincial Health Corporation subject to Part C of this Agreement.

Such Employees will be included on the report specified under paragraph 2 of this Agreement where their primary Casual record is associated with a program or service transferring to the Provincial Health Agency or a Provincial Health Corporation but will not be included where their primary Casual record is associated with a program or service that is not transferring to the Provincial Health Agency or a Provincial Health Corporation.

11. AHS Employees who work additional Shifts in an area affected by a transfer order (or vice versa) and wish to continue this relationship shall be required to establish Casual employment with the Provincial Health Agency or a Provincial Health Corporation prior to the payroll transfer date by approaching their Manager. The new Casual Record shall not be activated until the payroll transfer date. A request to create an additional Casual Record shall not be unreasonably denied.
12. Directly affected Employees shall maintain their anniversary date or hours worked as applicable towards their next increment, unused personal leave days and all credits accrued up to the date of the payroll transfer in the following banks: vacation, overtime, named holidays inclusive of the floater holiday (if applicable), and sick leave, as part of the transfer to Provincial Health Agency or a Provincial Health Corporation.
13. Provincial Health Agency or a Provincial Health Corporation shall honour a transferring Employee's pre-approved:
 - a. Vacation time;
 - b. Personal Leave;
 - c. Leaves of Absence;
 - d. Professional development;
 - e. Time off in lieu of overtime;
 - f. Time off in lieu of a named holiday

- g. Shift exchanges; and
 - h. Deferred Salary Leave
14. Vacancies posted prior to the effective date of the order to establish a **Provincial Health Agency** or a Provincial Health Corporation that are still being recruited to shall be offered to reflect the Provincial Health Agency or a Provincial Health Corporation as the Employer.
 15. All Local Conditions applicable to identified sites or programs shall continue to apply following the transfer of Employees to the Provincial Health Agency or a Provincial Health Corporation.
 16. AHS and the Provincial Health Agency or a Provincial Health Corporation shall be treated as a single Employer, and HSAA shall be treated as a single bargaining unit for the purposes of applying and administering the Collective Agreement until the payroll transfer date. Thereafter, AHS and the Provincial Health Agency or a Provincial Health Corporation shall be treated as separate Employers, and HSAA bargaining units as separate bargaining units for the purposes of applying and administering the Collective Agreement, except as specifically amended in Part C: Post Payroll Transition.

PART C: POST-PAYROLL TRANSITION

These provisions come into effect following the payroll transfer date to the applicable Provincial Health Agency or a Provincial Health Corporation pay group.

1. Application

This Agreement shall apply to AHS and Provincial Health Agency or a Provincial Health Corporation, in which AHS Employees are transferred pursuant to an order issued in accordance with the Health Statutes Amendment Act, 2024. AHS and HSAA agree to update the list of applicable Provincial Health Agency or a Provincial Health Corporation as orders are issued.

2. (a) Directly affected Employees transferred to a Provincial Health Agency or a Provincial Health Corporation (including those temporarily transferred under Part B, paragraphs #6, #7, #8, #9, #10 and #11) shall maintain their positions as of the day before the effective date of the transfer order. Within ninety (90) days of the effective date of the transfer order, each transferring Employee shall be issued a letter confirming the following:
 - a. Annual Hours of work;
 - b. FTE;
 - c. Status of position (Regular, Temporary or Casual);
 - d. Classifications;
 - e. Department description in E-People;
 - f. Expected term if position is Temporary;
 - g. Salary;
 - h. Current site(s);
 - i. Seniority date;
 - j. Hire date;

- k. Increment level;
 - l. Vacation entitlement.
- (b) Each Employee shall have thirty (30) consecutive calendar days from the date of notification of the information in paragraph #2 of Part C, to advise their Employer, in writing, if the Employee believes the information in the letter is incorrect.
- (c) If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. Failing such agreement, Article 46: Grievance Procedure shall apply.

3. Emergency Reassignments

- (a) AHS and HSAA acknowledge that Article 2.16 regarding definition of Emergency, is under negotiation at present. The Parties agree to update paragraph #3(b) of this letter of understanding to reflect agreed upon amendments to 2.16.
- (b) Employees covered by this Letter of Understanding may be assigned to work at any site or site(s) in the HSAA bargaining unit of an Provincial Health Agency or a Provincial Health Corporation identified under this Letter of Understanding, for the purpose of providing assistance in emergency situations.

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could not have been or can still be taken to deal with the circumstances.

The Union will be notified at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

Employees shall be reimbursed for all reasonable, necessary and substantiated additional accommodation and transportation costs incurred for traveling between sites or during a Shift, including parking for the Shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.

- (c) During the period of the assignment to a different bargaining unit, the Employee shall continue to be a member of the Employee's home bargaining unit and covered by that Collective Agreement.
- (d) Any Employee working within another bargaining unit under this provision shall receive a reasonable period of orientation to the other site.

4. (a) Meetings

Employees are permitted to attend meetings at another Employer where the Employees are not represented by their bargaining unit.

(b) Orientation

New Employees may be assigned to attend orientation at another Employer where the Employees are not represented by their bargaining unit to support centralized or standardized delivery or space issues. This shall not replace site or program specific orientation.

5. The Parties recognize that the co-mingling of Employees, Policies, Equipment, Patients, Residents, and Clients will be a major concern for both Employers, Employees, Patients, Residents, Clients and families. The Parties recognize that this may vary from Employer to Employer and Site to Site and will evolve over time. The Parties recognize that the final decision on these matters rest with the Employer(s), subject to any provision in the Collective Agreement. To ensure complete transparency and in the interests of patient care, this matter will be a standing item on every affected Joint Workplace Health Safety and Wellness Committee, and Provincial Joint Committee.
6. If there are situations that arise that are not contemplated by this Letter of Understanding, the Parties shall meet for the purposes of discussing the issue and reaching agreement on how to proceed. This Letter of Understanding shall be updated as required.

7. Expiry

This Letter of Understanding shall expire the day before the expiry of the Collective Agreement following the 2020-2024 Collective Agreement unless the Parties mutually agree otherwise.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: REMOVAL OF WAITING PERIOD FOR THE EMPLOYEE BENEFIT PLANS

Effective the first day of the month following ninety (90) days post ratification, the coverage provided under the supplementary benefits plan shall be amended as follows:

1. Removal of the existing waiting period for Employee Benefit Plans.
2. Provided the Employee is actively at work and meets the benefit eligibility criteria, coverage shall be:
 - a) Effective the benefit eligibility date for life, accidental death and dismemberment (ad&d), short term disability (std) and long-term disability (ltd) insurance.
 - b) Effective the first day of the month following the benefit eligibility date for health and dental coverage, including access to allocated flex credits.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: WORKLOAD APPEAL PROCESS

1. Workload

- (a) The Parties recognize the importance of discussions regarding workload. Workload is understood to be an objective assessment of the support (staffing, training, communication, skill mix), equipment (devices, technology, supplies), and/or time available to the Employee to complete their assigned work.
- (b) The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to:
 - acuity,
 - changes in patient population,
 - seasonality,
 - surge periods,
 - process improvements and efficiencies,
 - staff/resource fluctuations, and
 - increasing demands.

2. Discussing Workload Concerns

- (a) The Employee shall first discuss their workload concern with their immediate supervisor and attempt to resolve the matter at this stage. In the event that it is not resolved, the Employee has the ability to request a formal evaluation of their workload concern through the following Workload Appeal Process:

3. Level 1 – Formal Workload Evaluation

- (a) The Parties agree that only workload concerns that are ongoing, systemic, and long-term in nature (evidenced by the fact that the concern has continued for a minimum period of sixty (60) calendar days) may be considered as part of the Workload Appeal Process.
- (b) Where an Employee or group of Employees has a workload concern that is ongoing, systematic and long-term in nature, the Employee(s) may request, in writing, that

their Manager conduct a formal workload evaluation. In this written submission, the Employee(s) must include an explanation of the factors they believe are leading to workload concerns, based on the understood components of workload (support, equipment and/or time to complete assigned work). This should include proposed solutions to the workload concerns. The Manager (or designate) shall meet with the Employee(s) and respond in writing within twenty-one (21) calendar days following the meeting.

4. Level 2 – Review by Department Director

If the Manager and the Employee or group of Employees are unable to resolve the workload concern, the Employee(s) may within seven (7) calendar days of the response at Level 1, request the Department Director (or designate) undertake a further review of their workload concern. The Department Director (or designate) will respond within fourteen (14) calendar days of receipt of the workload concern.

5. Level 3 – Review by Senior Operating/Program Officer

If the Employee or group of Employees is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee may request the Senior Operating/Program Officer (or designate) review their workload concern. The Senior Operating/Program Officer (or designate) shall make the final decision regarding the workload evaluation, and convey the decision in writing, to the Employee(s) within twenty-one (21) days.

6. The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties. A subsequent evaluation request for the same workload concern within the same unit or area may only be made where substantive changes have occurred since the last review.

7. Dispute Resolution

- (a) The timelines and process steps in this Letter of Understanding are subject to Article 46: Grievance Procedure.
 - (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 46: Grievance Procedure.
8. The parties agree to implement the Workload Appeal Process outlined above on a trial basis.

This Letter of Understanding will expire March 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

**ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)**

RE: LONG SERVICE PAY ADJUSTMENT (LSPA)

The Parties recognize that there are a number of experienced Employees. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system.

As such, in addition to the rates of pay specified in the Salary Appendix, effective April 1, 2026 an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

This Letter of Understanding will expire March 31, _ or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

**ALBERTA HEALTH SERVICES (AHS)
AND
PROVINCIAL HEALTH AGENCIES (PHA) INCLUDING BUT NOT LIMITED TO
RECOVERY ALBERTA AND ANY PROVINCIAL HEALTH CORPORATIONS
AND
HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)**

(hereinafter collectively referred to as the “Parties”)

RE: REVIEW OF CLASSIFICATION’S TOTAL COMPENSATION

The Parties agree that competitive and fair compensation is essential to the recruitment and retention of qualified health care employees. Accordingly, during the term of the Collective Agreement, the Parties agree to the following:

1. Purpose

The Parties acknowledge that the health care labour market is constantly evolving. This process is designed to provide a mechanism to identify compensation gaps and support the recruitment and retention of qualified health care workers.

The Employer and Union may identify specific classifications within the Main Salaries Appendices inclusive of Emergency Medical Services, where empirical evidence has identified significant challenges with total compensation. Either Party may then submit a recommendation to review total compensation and compare them to relevant market data. The Parties agree that this LOU is only about total compensation and not about the classification of positions.

2. Criteria

Criteria to be considered when determining if a classification requires a market adjustment or market supplement, shall include but not be limited to the following:

- Vacancy rate analysis
- Recruitment analysis
- Total compensation analysis of appropriate comparator groups

3. Data Sharing

The Parties agree to share all available data as per the criteria listed above to facilitate an informed review.

4. Meetings

The Parties shall meet at mutually agreed times to discuss, analyze, and review the data collected.

Additional meetings may be scheduled as required to complete the review.

5. Recommendations

When the Parties jointly agree that a classification is materially under market and creates recruitment and retention challenges, they shall prepare a written recommendation outlining the proposed monetary amendment to address the issue. Any monetary amendments recommended under this process shall be considered by the Employer.

6. No Prejudice

This Letter of Understanding is without prejudice to the positions of either Party in future collective bargaining.

This Letter of Understanding will expire March 31, 2028.

LOCAL CONDITIONS APPLICABLE TO SOUTH ZONE

ITEM 1: SPECIAL DEVELOPMENT UNIT (Fort Macleod)

The Parties agree that the following shall be incorporated as a Local Condition applicable to the Fort Macleod Special Development Unit (SDU):

1.1 Hours of Work on Special Trips

- 1.0 It is understood and agreed that Regular Full-time Employees may, on a voluntary basis, accompany clients of the SDU on special out-of-town trips which will require such Employees to be in continuous attendance with the client outside of their scheduled shifts, and during the Employee's normal rest periods, and sleeping time.
- 2.0 Subject to the scheduling requirements of Article 11.02, the operational requirements of the Employer, without increasing the Employee's average daily hours of work, the scheduling of a Regular Full-time Employee participating in a special trip shall be adjusted, if necessary, in order to maximize the number of scheduled days of work which will occur during the period of the special trip.
- 3.0 In the event that a Regular Full-time Employee participates in a special trip, such Employee shall be entitled to compensation during such timeframe in accordance with the following:
 - 3.1 The Employee shall receive their Basic Rate of Pay for those scheduled shifts that fall during the special trip.
 - 3.2 In order to compensate a Regular Full-time Employee working eleven (11) hour shifts for being in continuous attendance with a client, during the Employee's normal rest periods and sleeping time, the Employee shall accrue an additional entitlement to four (4) hours' time off, at the Basic Rate of Pay, for each entire twenty-four (24) hour period which falls during the special trip; provided the Employee is required to remain out-of-town.
 - 3.3 In order to compensate a Regular Full-time Employee working seven and three-quarter (7 3/4) hour shifts for being in continuous attendance with a client, during the Employee's normal rest periods and sleeping time, the Employee shall accrue an additional entitlement to seven and one-quarter (7 1/4) hours' time off, at the Basic Rate of Pay, for each entire twenty-four (24) hour period which falls during the special trip; provided the Employee is required to remain out-of-town.
 - 3.4 Entitlements to additional time off, with pay, earned in accordance with points 3.2 and 3.3 shall be scheduled, by mutual agreement, between the Employer and the Employee in conjunction with the Employee's regular days off, within sixty (60) days of the special trip. Failing mutual agreement, the Employer shall schedule the time off.

- 4.0 Scheduled days off which fall during the special trips shall be rescheduled by the Employer. An Employee who accompanies a client of the SDU on a special out-of-town trip, and who has volunteered to work on their scheduled day off, shall be compensated at the Basic Rate of Pay for their average daily hours of work.

ITEM 2: ~~MENTAL HEALTH THERAPIST (former Chinook Health Region)~~

- ~~2.1 Mental Health Therapists who were previously classified as Psychologist I or Social Worker III's and were covered by the Letter of Understanding/Memorandum of Settlement dated July 28, 2006 will continue to be paid at the Pay Grade 8 level and receive any economic adjustments as long as they continue to occupy their Mental Health Therapist position. For ease of identification, the Employees are:~~

~~Ferguson, Kirsten
Garnier, Robert
Sunderland, Christian~~

LOCAL CONDITIONS APPLICABLE TO CANCER CARE

ITEM 1: LOCAL CONDITIONS

~~1.1 Article 1.13~~

~~“Ad Hoc Position” means a position established on an ad hoc basis whereby the Employer acts as an agent for a funding authority and shall not be included within the scope of this Collective Agreement.~~

1.2 Article 21 Vacations With Pay – 21.05 Time of Vacation

The Parties agree that the timing and minimum vacation periods are important issues in the recruitment and retention of staff as well as in the deployment and coverage of staff on leave.

The Parties mutually agree to implement changes within specific departments as agreed and accepted by the majority of regular full-time and part-time staff within each respective department.

1.3 Modified Work Schedule for Screen Test

Mobile Scheduling

1. Normal shifts are three (3) twelve (12) hour days per week for a total of thirty-six (36) scheduled hours per week. For communities where travel time is greater than approximately four point five (4.5) hours, the team working the latter rotation may be Wednesday-Saturday with shorter rotations on Wednesday and Saturday for a total of thirty-six (36) hours over the four (4) days. The remaining two point seven five (2.75) hours per week required would be deemed to be flex time. These hours would be worked at the discretion of the Technologists and with the approval of the Employer, to perform other mobile-related responsibilities (e.g., vehicle maintenance, equipment testing, staff meetings).

2. (a) Standard shifts are as follows:

Both teams have the same basic schedule with Wednesday being an overlap shift.

If travel time is less than four point five (4.5) hours, the team working the latter half of the week will have shortened days on Wednesday and Saturday to make a total of thirty-six (36) hours over the four (4) days.

Week 1: Team A - MTW; Team B - WThFS

Week 2: Team B - MTW; Team A - WThFS

Week 3: Team A - MTW; Team B - WThFS

Week 4: Team B - MTW; Team A - WThFS

If travel time to a mobile Site is approximately four point five (4.5) hours or greater, the team working the latter half of the week will arrive on Site on Wednesday shortly before or after the team working the beginning of the week leaves to travel home. There may be a short overlap time or no overlap time. No Saturday shift is required:

Week 1: Team A - MTW; Team B - WThF

Week 2: Team B - MTW; Team A - WThF

Week 3: Team A - MTW; Team B - WThF

Week 4: Team B - MTW; Team A - WThF

In circumstances where an overlap shift on Wednesday cannot be worked into the schedule, the shift looks like this:

Week 1: Team A - MTW; Team B - ThFS

Week 2: Team B - MTW; Team A - ThFS

Week 3: Team A - MTW; Team B - ThFS

Week 4: Team B - MTW; Team A - ThFS

Note: Circumstances may require alternate scheduling on occasion, and this would be done with the mutual agreement of the Technologist team and the Employer.

- (b) The standard shift schedule may be changed from time-to-time subject to mutual agreement by the Parties.
 - (c) Technologists are eligible for overtime in accordance with Article 12 of the current Collective Agreement. Where a statutory holiday falls within a schedule, the schedule will be revised to take into account the statutory holiday. Specific days off may vary with each rotation, however, they will be identified on the schedule.
3. The maximum number of hours of work per scheduled shift is twelve (12), except when an Employee travels to remote locations or is scheduling a shift around available flight times.
4. Standard hours of work would be from zero seven hundred (0700) hours to nineteen thirty (1930) hours or zero seven hundred (0700) hours to twenty hundred (2000) hours per day.

A mobile Technologist team has the option of having a supper break during or after their work shift. Standard hours of work, with the approval of the Employer, would be:

- (a) Inclusive of a meal break within the shift, hours would be zero seven hundred (0700) hours to twenty hundred (2000) hours, with twelve (12) hours of work, two (2) unpaid meal breaks of thirty (30) minutes each, and three (3) paid coffee breaks totaling forty-five (45) minutes.
- (b) With a meal break after the shift (supper), hours would be zero seven hundred (0700) hours to nineteen thirty (1930) hours, with twelve (12) hours of work, one (1) unpaid meal break of thirty (30) minutes, and three (3) paid rest breaks totaling forty-five (45) minutes.

This may be altered under special circumstances (e.g., a request from the host zone for evening clinics to accommodate working clients, special travel arrangements for remote communities, etc.).

- 5. Schedules will be available for review by the Technologists as provided for in Receiving Agreement. Before a schedule is finalized, the Technologists are invited to discuss with the Employer any concerns they may have, and the Employer will try to resolve all such concerns with the Employee. Any time a schedule must be changed after having been finalized, the Technologists will be informed as far in advance as possible, and will once again be given the opportunity to raise concerns arising from the changes.
- 6. Generally speaking, Mobile staff will not be scheduled to work on a statutory holiday. During a week when a statutory holiday falls, each Full-time Employee not working will be paid for seven point seven five (7.75) hours of statutory holiday pay. Technologists will also be scheduled for thirty-one (31) hours of regular duty during that week. Consideration may be given to scheduling Mobile staff to work on Canada Day and Remembrance Day, depending on their dates of recognition each year.
- 7. Article 11.02(a)(iii), shall not apply to modified day shifts, or to the first (1st) shift immediately before and after a modified day shift.

Article 12 regarding overtime is modified such that Employees will be eligible for overtime pay for all hours worked in excess of twelve (12) hours on a modified day.

- 8. Unless specifically noted otherwise in this Collective Agreement, all provisions of the current Receiving Agreement will remain in force.

9. Where an Employee requires overnight accommodation in conjunction with authorized Employer business, they shall be allowed a single room wherever possible. Employees working on Mobile units outside of the cities of Edmonton or Calgary are entitled to a per diem rate to be established by Screen Test management, and Employees and the Union will be advised of any adjustments to the rate. The rate in effect is sixty dollars (\$60.00) per modified day. This full amount will be paid for each twelve (12) hour day of the scheduled out-of-town assignment. For days of less than twelve (12) hours, this per diem will be prorated. While claiming per diem is the normal practice, reimbursement for actual meal costs can be made by submitting proper receipts confirming higher food costs or claiming reimbursement within the existing Alberta Health Services policy on travel expenses.

Employees who are carrying out duties within the greater area of the city of Edmonton or Calgary and surrounding centres, and do not require overnight accommodation, would not be eligible for this per diem expense allowance [greater area would include any centre located within twenty-five (25) kilometres of Edmonton or Calgary]. Employees working on Mobile units within either greater urban centre are eligible for payment of a meal allowance of twenty-five dollars (\$25.00) per day. Such amounts shall not be decreased during the life of this Collective Agreement.

Other Technologists on staff in Edmonton and Calgary whose regular duties are inside the Screen Test offices may provide vacation or sick relief on any of the four (4) Mobile Teams, or work on the Mobile during regular rotations of Mobile staff into the office. Regular Screen Test office staff who provide relief to the Mobile units shall be covered by the provisions of this Letter of Understanding while performing duties on the Mobile unit(s).

10. Either Party may terminate this agreement upon the provision of eight (8) weeks' notice in writing to the other party.

~~1.4 Letter of Understanding Re: Work Schedules and Shifts~~

~~The Parties agree that:~~

- ~~1. In order to be responsive to client needs, the Employer may extend regular clinic hours in order to serve clients in the evening hours. For these purposes, evening hours are defined as all hours between fifteen hundred hours (1500) and twenty three hundred (2300) hours.~~
- ~~2. When the need for an extended clinic has been identified, Article 11.02 Shift Scheduling Standards and Premiums for Non-Compliance will be amended as follows for Employees working such evening clinic hours:~~

- ~~(A) Amend Article 11.02(a)(iii) to read:~~
- ~~“11.02 (a) (iii) at least twelve (12) hours off duty between the end of one shift and the commencement of the next shift.”~~
- ~~(B) Amend Article 11.02(b)(iii) to read:~~
- ~~“11.02 (b) (iii) Failure to provide twelve (12) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.”~~
- ~~3. This Letter of Understanding applies only when extended clinic hours are in operational effect.~~

LOCAL CONDITIONS APPLICABLE TO EMERGENCY MEDICAL SERVICES

ARTICLE 2: DEFINITIONS

Amend Article 2 to include the following:

“2.15 “Rover” shall mean a Regular or Temporary Full-time or Part-time Employee whose primary function is to fill short and long-term staff vacancies. **“Rover” is not a Casual Employee or status** “Rover Employee” is one who:

- (i) will be assigned to a platoon **or a rotation**;
- (ii) will ~~not~~ have a scheduled start-time;
- (iii) will be scheduled to fill ~~units~~ **shifts** on an ad hoc basis based on operational need;
- (iv) will ~~not~~ be assigned a ~~start/stop location~~ **station/site for the purpose of Article 20 Travel Expenses only**; and
- (v) is exempt from the provisions under Article 10.10 (a), (b)(ii) and (iii) of the EMS Local Conditions.

~~Flex-unit staff~~ **Regularized Relief** will be considered as “Rovers” for the purpose of filling vacancies.”

ARTICLE 10: HOURS OF WORK

Replace Article 10 in its entirety as follows:

Kananaskis Country Station Employees refer to Letter of Understanding #2

- “10.01 (a) In the event that the Employer determines, based on operational requirements, that amendments to work schedules/shift patterns are required, at that time, the Parties will meet to discuss any amendments contemplated.
- (b) The Union recognizes the right of the Employer to schedule the hours of work in order to efficiently serve the needs of its clients while utilizing its budgeted resources as economically as possible. Therefore the Employer retains the exclusive right to schedule hours of work of Employees as necessary to provide coverage for the determined hours of operation.
- (c) In recognition of the emergency nature of the ambulance business it is agreed that all Employees will respond, whenever possible within a reasonable period of time, to any request to return to duty in the event of an emergency or an unforeseen disaster.
- 10.02 The Employer may schedule the hours of work for Employees who work a compressed work week, on the basis of other combinations of shifts up to twelve (12) hours to provide optimum staffing levels, as determined by the Employer.

10.03 Regular hours of work for a Full-time Employee shall be one of the following options as determined by the Employer, however any changes to an Employee's annual hours of work must be agreed upon by the Employer and Union:

- (a) (i) forty-two (42) hours per week averaged over one (1) complete cycle of the shift schedule;
- (ii) two thousand one hundred and ninety (2,190) hours per year;
- (b) (i) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule;
- (ii) two thousand and twenty-two point seven five (2,022.75) hours per year;
- (c) (i) forty (40) hours per week averaged over one (1) complete cycle of the shift schedule;
- (ii) two thousand and eighty-eight (2,088) hours per year.

10.04 This clause shall have application for Employees not working on an emergency response/patient transport vehicle/aircraft or stand-by assignments.

Meal periods and rest period applicable to the regular hours of work identified in Article 10.03(a), (b), or (c) shall apply as follows:

- (a) Regular hours of work shall include paid rest periods scheduled by the Employer and exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.
- (b) Total time in minutes of paid rest periods shall be calculated in the following manner:

$$\frac{\text{Length of shift} \times 0.5 \times 60}{7.75}$$

- (c) Availability During Meal Periods

When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their Basic Rate of Pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

- (d) Working During Meal and Rest Periods

If an Employee is required to work or is recalled to duty during their meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or they shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, they shall be paid at the applicable overtime rate instead of their Basic Rate of Pay;
- (ii) for a meal period that they are not required to be readily available pursuant to Article 10.04(b), they shall be paid at the applicable overtime rate;
- (iii) for a meal period that they are required to be readily available pursuant to Article 10.04(b), they shall be paid the applicable overtime rate instead of their Basic Rate of Pay.

10.05 Employees working on an emergency response/patient transport vehicle/aircraft or stand-by assignments are expected to take rest periods during their shift, as time permits, in accordance with Employer guidelines. The Employer guidelines shall not conflict with Employment Standards.

Where such an Employee has not received a rest period ~~following~~ **within** five (5) ~~continuous~~ hours of work they may contact their responsible on duty supervisor to make arrangements for a rest period. Requests will not be unreasonably denied except where an accident occurs, urgent work is necessary, or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the Employee to take a rest period. Rest periods taken in accordance with this clause are paid at the Basic Rate of Pay.

10.06 Shift Scheduling Standards and Premiums for Non-Compliance - Applicable to Article 10.03(b)

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
 - (iii) at least fifteen (15) hours off duty between the end of one (1) shift and the commencement of the next shift;
 - (iv) not more than six (6) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 10.06(a)(i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) failure to provide days off in accordance with Article 10.06(a)(i) shall result in the payment to each affected Employee of two times (2X) their Basic Rate of Pay for one (1) regular shifts worked during the two (2) week period;

- (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 10.06(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;
- (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 10.06(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
- (iv) failure to provide fifteen (15) hours off duty in accordance with Article 10.06(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.
- (v) failure to provide not more than six (6) consecutive scheduled days of work, in accordance with Article 11.02(a)(iv) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on any consecutive scheduled day of work beyond six (6) days.**
- (c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

10.07 The Employer reserves the right to implement a core/flex hour scheduling provision as per operational requirements.

- (a) Regular hours of work for an Employee working a core flex schedule are two thousand one hundred and ninety (2190) hours per year.

(b) Employees working a core/flex scheduling provision shall work up to a twelve (12) hour shift consisting of not less than three (3) core hours, with the balance of the shift being flex hours, followed by on-call duty for the remainder of the twenty-four (24) hour period. Employees will be available for immediate response during the flex and on-call hours. The Employee shall be compensated for up to twelve (12) hours at their Basic Rate of Pay with the balance of the twenty-four (24) hour period paid at the on-call rate. Core/flex schedules will be four (4) days on followed by four (4) days off unless otherwise mutually agreed by the parties. For the purposes of this Article, the following shall apply:

(i) "Core Hours" shall mean the hours during which an Employee is required to be in uniform, on-duty, at the station (or identified location) and ready for immediate response.

(ii) "Flex Hours" shall mean the hours remaining in the Employee's shift based on set core hours and calculated by subtracting the core hours from the twelve (12) hour shift. Flex hours are worked after core hours have been completed, over the remainder of the twenty-four (24) hour period.

(iii) "On-call Duty" shall make up the balance of the twenty-four (24) hour period.

(c) Any change in core hours shall require thirty (30) days' notice unless mutually agreed to between the Employer and the Employee.

10.08 The Employer shall endeavour to ensure that Employees do not work more than fourteen (14) hours in a twenty-four (24) hour period. An Employee who is required to work more than fourteen (14) hours in a twenty-four (24) hour period shall be entitled to eight (8) consecutive hours of rest, exclusive of travel time to a maximum of two (2) hours, prior to commencing their next scheduled shift without loss of regular earnings.

10.09 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

10.10 Schedule Posting and Schedule Changes (not applicable to Casual Employees)

(a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule.

- (b) Except in cases of emergency or by mutual agreement between the Employer and the Employee:
 - (i) Unless an Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on such day(s) unless the change is at the Employee's request.
 - (ii) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to nights) but not their day off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.
 - (iii) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice has been given.

10.11 Rover Posting and Schedule Changes (not applicable to Casual Employees)

- (a) **When a Rover has not been scheduled twelve (12) hours in advance of their scheduled shift, they shall report to their assigned start location at their assigned start time.**
- (b) **Except in cases of emergency or by mutual agreement between the Employer and the Employee:**
 - (i) **If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to nights) but not their day off, without twelve (12) hours they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the changed schedule;**
 - (ii) **If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, and without twelve (12) hours notice, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on that shift.**

10.12 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work or to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.

10.13 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift or return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

10.14 Employee Shift Exchange

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer. Shift and/or day off exchanges may be made up to twelve (12) weeks in advance.

10.15 Special Assignments

At the request of the Employer, an Employee may volunteer to work at any of the following special event functions including:

- Teaching
- Meetings
- Committees
- Public events
- Not-for-profit Organization Events

An Employee volunteering to work at these functions shall be compensated at their regular rate of pay, and the overtime articles shall not apply. Should any Employee not wish to volunteer to work at any of these functions such wish shall not be held against them.”

ARTICLE 13: ON-CALL DUTY

Replace Article 13 in its entirety with the following:

“13.01 The term “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.

When an Employee, whose hours of work are in accordance with Article 10 is scheduled to work on a day shift they may also be assigned “on-call duty” during the following night shift, and when scheduled to work on a night shift, they may also be assigned “on-call duty”.

13.02 Unless otherwise agreed between the Employer and the Union, on-call periods shall be scheduled at least twelve (12) weeks in advance excepting in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days’ notice shall be paid at the higher on-call rate.

If, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless fourteen (14) days’ notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

13.03 Regulations in respect of approval or authorization for on-call duty and electronic consultations and the procedures which are to be followed by an Employee shall be prescribed by the Employer.

13.04 On-Call Pay

For each assigned hour or part thereof, of authorized on-call duty, an Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of ~~three dollars and thirty cents (\$3.30)~~ **seven dollars (\$7.00)** per hour; and
- (b) on days off and Named Holidays, the sum of ~~four dollars and fifty cents (\$4.50)~~ **seven dollars (\$7.00)** per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.05 An Employee called-back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.06; and
- (b) given compensating time off at their Basic Rate of Pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.06 Call-Back Pay

- (a) For each occasion that an Employee is called-back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the Basic Rate of Pay. An Employee called-back to duty will notify the Employer designate prior to leaving the Site upon completion of the call for which they were called back. However, any further calls received by an Employee prior to leaving the Site following the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; they shall be paid for all hours worked, or for three (3) hours, whichever is greater, at two times (2X) their Basic Rate of Pay. Such Employee shall be entitled to the provisions of Article 13.08.
- (c) Call-back at two times (2X) shall only apply to Employees working a core-flex shift when the call-back occurs following completion of all core and flex hours within a shift.
- (d) **Call-In Matrix**

This matrix reflects the agreed upon application of Articles 13.06(a), (b) and (c).

Employee	Pay
	• called to work and canceled

Employee	Pay
	• works less than three (3) hours • immediate call-in prior to a schedule shift
Full-time Employee (All Situations)	Shall receive a minimum of three (3) hours at two times (2X) their Basic Rate of Pay for each occasion.
Casual Employee (On-call after completing a full-time shift as defined in Article 12.01)	Shall receive a minimum of three (3) hours at two times (2X) their Basic Rate of Pay for each occasion.
Casual Employee	Shall receive a minimum of three (3) hours at the applicable rate of pay. Should the Casual Employee be cancelled, and recalled to work prior to the end of the three (3) hours, the Casual Employee shall not receive additional pay until the end of the three (3) hour period.

- 13.07 An Employee who is called-back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at ~~least fifty point five cents (\$0.505)~~ **fifty five cents (\$0.55)** or the kilometerage rate paid by the Government of Alberta, whichever is higher, per kilometre from the Employee's residence and return. In those situations where Employer policy requires that the Employee use a taxi **or ride share** for call-back purposes, should the Employee commence their regular shift during the call-back, the Employer will pay the taxi **or ride share** fare from the Site to their place of residence upon completion of the shift providing the Employee uses this mode of transportation.
- 13.08 The Employer shall endeavour to ensure the Employees do not work more than fourteen (14) hours in a twenty-four (24) hour period. An Employee who is required to work more than fourteen (14) hours in a twenty-four (24) hour period shall be entitled to eight (8) consecutive hours rest, exclusive of travel time to a maximum of two (2) hours, before commencing their next scheduled shift, without loss of earnings. Due to operational circumstances where an Employee cannot be provided eight (8) consecutive hours of rest:
- The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.
 - The Employee shall be paid at two times (2X) their Basic Rate of Pay for all hours worked during what would have been the eight (8) hour rest period.
 - This provision is waived if the Employee is granted a request for a shift exchange.

13.09 Electronic Consultation

When an Employee is consulted by electronic means and is authorized and required to handle matters directly related to urgent operational requirements without returning to the workplace, the following will apply:

- (a) An Employee who has not completed their shift in the day or their tour of duty during the week shall be paid at their Basic Rate of Pay for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts. If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the Employee shall be compensated at their Basic Rate of Pay for thirty (30) minutes.
- (b) An Employee who has completed their shift in the day or their tour of duty during the week shall be paid at the applicable overtime rate for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts. If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.”

ARTICLE 20: TRAVEL EXPENSES

~~Amend Article 20 as follows:~~

~~“20.01 Shall have no applicability for EMS Rover Employees.”~~

Amend Article 20.05 as follows:

“20.05 Duty – Incurred Expenses

When an Employee is required to standby at a location or event or are dispatched on ambulance service involving travel beyond forty (40) kilometres from their Site and for a period of greater than five (5) hours, the Employee shall receive a ~~fifteen dollar (\$15.00)~~ **nineteen dollar (\$19.00)** meal allowance for the first five (5) hours duration **(calculated by daily maximum allowance per Article 20.05 divided by 3)** and each subsequent period of five (5) hours duration of such duties to a maximum of ~~forty-five (\$45.00)~~ **fifty seven dollars (\$57.00)** per day. No receipt required.”

Where an Employee is required to come within the forty (40) kilometer radius as determined by taking the shortest or most appropriate route to an assigned location or event but remain away from their site for a period of five (5) hours or more, they shall be permitted to claim a meal allowance as noted above.

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

Amend Article 44 as follows:

“44.03 Hours of Work

(A) Amend Article 10.03 in the EMS Local Conditions to read:

“10.03 Regular hours of work, exclusive of meal periods, shall be up to fourteen (14) hours in any day.

- (a) A Part-time Employee may work additional shifts from time-to-time.
- (b) Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their Basic Rate of Pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of the maximums specified in Article 44.03(A).
- (c) A Part-time Employee required by the Employer to work an additional shift without them having volunteered or agreed to do so, will receive two times (2X) their Basic Rate of Pay. This premium payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e). **The Employer shall limit the use of mandatory overtime.**
- (d) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each Part-time Employee.
- (e) In the event that a Casual Employee reports to work for a scheduled shift or a shift for which they have been called in for, and is not permitted to commence work, they shall be paid three (3) hours pay at the Basic Rate of Pay.”

(B) Amend Article 10.06 in the EMS Local Conditions to read:

“10.06 Shift Scheduling Standards and Premiums for Non-Compliance (Applicable to 10.03(b) for Part-time Employees)

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
 - (i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;

- (ii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;
 - (iii) not more than six (6) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide for the provisions of Article 10.06(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) failure to provide both of the required two (2) weekends off duty in accordance with Article 10.06(a)(i), shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;
 - (ii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 10.06(a)(i), shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
 - (iii) failure to provide fifteen (15) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next scheduled shift.
- (c) For the purpose of this provision “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.”

44.05 Overtime

- (A) Amend Article 12.01 to read:

“12.01 All hours, authorized by the Employer and worked by:

- (i) a Regular Part-time Employee in excess of their regularly scheduled shift; or one hundred and sixty-eight (168) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

- (ii) a Casual Employee in excess of their scheduled shift, or up to one hundred and sixty-eight (168) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the Basic Rate of Pay on that day.”

44.07 Salaries

- (A) Amend Article 14.02 (a) to read:

“Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of the annual hours of work as per Article 10.03, and a further increment on the satisfactory completion of each period of the applicable regular hours of work thereafter until the maximum rate is attained:

- (i) one thousand nine hundred and seventy-one (1,971) regular hours of work (based on two thousand one hundred and ninety (2,190) annual hours); or
- (ii) one thousand eight hundred and twenty-nine (1,829) regular hours of work (based on two thousand and twenty-two point seven five (2,022.75) annual hours); or
- (iii) one thousand eight hundred and seventy-nine (1,879) regular hours of work (based on two thousand and eight-eight (2,088) regular hours).”

44.08 Vacation With Pay For Part-time Employees

- (A) Article 21.02 in the EMS Local Conditions is amended to read:

“21.02 Part-time Employees

Regular Part-time Employees **whose FTE is based on 2022.75 or 2080 annual hours** shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{ccccc} \text{Hours worked as a} & & & & \\ \text{regular Employee} & & & & \\ \text{as specified in} & \text{X} & \text{The applicable} & = & \text{Number of hours of} \\ \text{Article 44.03(A)} & & \text{percentage as} & & \text{paid vacation time to} \\ & & \text{outlined below} & & \text{be taken} \end{array}$$

- (a) six percent (6%) during the first (1st) year of employment; or
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of employment; or
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or

- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment; or
- (e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{ccccc} \text{Hours worked} & & & & \text{Number of hours of paid} \\ \text{during the vacation} & & & & \text{supplementary} \\ \text{year as specified in} & \times & \text{The applicable} & = & \text{vacation time to be} \\ \text{Article 44.03 (A)} & & \text{percentage as} & & \text{taken in the current} \\ & & \text{outlined below} & & \text{supplementary} \\ & & & & \text{vacation period} \end{array}$$

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%);
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%);
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%).”

(B) Article 21.02 in the EMS Local Conditions is amended to read:

“21.02 Part-time Employees

Regular Part-time Employees **whose FTE is based on 2190 annual hours** shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{ccccc} \text{Hours worked as a} & & & & \text{Number of hours of} \\ \text{regular Employee} & & & & \text{paid vacation time to} \\ \text{as specified in} & \times & \text{The applicable} & = & \text{be taken} \\ \text{Article 44.03(A)} & & \text{percentage as} & & \\ & & \text{outlined below} & & \end{array}$$

- (a) six **point five eight** percent ~~(6%)~~ **(6.58%)** during the first (1st) year of employment; or
- (b) eight **point seven seven** percent ~~(8%)~~ **(8.77%)** during each of the second (2nd) to ninth (9th) years of employment; or
- (c) ten **point nine six** percent ~~(10%)~~ **(10.96%)** during each of the tenth (10th) nineteenth (19th) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment; or
- (e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year as specified in Article 44.03 (A)	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period
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- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%);
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%);
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%).”

(C) For Part-Time Employees, Article 21.05(a) is amended to read:

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Such carry-forwards shall not exceed forty-eight point seven five (48) hours, prorated based upon full-time equivalency (FTE).

(D) Amend 21.05 for Part-Time Employees by adding:

- (f) Part-time Employees will be paid for their scheduled shift during their approved vacation blocks. To supplement their income while on vacation, a part-time Employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a payout but instead will be coded and paid as “regular vacation”.

Vacation for Casual Employees

(E) Article 21.02 in the EMS Local Conditions is amended to read:

“21.02 (a) Vacation Entitlement

A Casual Employee **whose hours of work are based on 2190 annual hours** shall earn vacation entitlement as outlined below. Vacation Leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on Vacation Leave, and continue on consecutive calendar days until return to duty:

- (i) during the first (1st) year of employment an Employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2nd) to ninth (9th) years of employment an Employee is entitled to twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent years of employment an Employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1st) year of employment six **point five eight** percent ~~(6%)~~ **(6.58%)** of their regular earnings as defined in **(G)** below; or
- (ii) during the second (2nd) to ninth (9th) years of employment eight **point seven seven** percent ~~(8%)~~ **(8.77%)** of their regular earnings as defined in **(G)** below; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten **point nine six** percent ~~(10%)~~ **(10.96%)** of their regular earnings as defined in **(G)** below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in **(G)** below.”

(F) Article 21.02 in the EMS Local Conditions is amended to read:

“21.02 (a) Vacation Entitlement

A Casual Employee **whose hours of work are based on 2022.75 or 2080 annual hours** shall earn vacation entitlement as outlined below. Vacation Leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on Vacation Leave, and continue on consecutive calendar days until return to duty:

- (i) during the first (1st) year of employment an Employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2nd) to ninth (9th) years of employment an Employee is entitled to twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent years of employment an Employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1st) year of employment six percent (6%) of their regular earnings as defined in **(G)** below; or

- (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings as defined in (G) below; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings as defined in (G) below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in (G) below.”

(G) Only those regularly scheduled hours and additional hours worked at the Basic Rate of Pay and on a Named Holiday to a maximum of up to twelve (12) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.10 Sick Leave

(A) Amend Article 23.02 in the EMS Local Conditions to read:

- “23.02 (a) An Employee shall be allowed a credit for sick leave computed from the date of employment.
- (b) A Part-time Employee shall accumulate sick leave credits up to a maximum credit of nine hundred and sixty (960) working hours, pro-rated to the regularly scheduled hours of the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
 - (c) A Part-time Employee shall accumulate sick leave credits on the basis of up to twelve (12) hours per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
 - (d) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours.”

44.13 Further to Article 9.01, Part-time Employees will have completed their probationary period calculated as follows:

Full-time Annual Hours of Work

ARTICLE 50: UNIFORM AND CLOTHING ISSUE

50.01 (a) Upon initial hire all uniformed personnel shall receive the basic uniform allotment consisting of:

- ~~(i) four (4) t-shirts*~~
- ~~(ii) four (4) shirts — a combination of short or long sleeve at the Employee's discretion*~~
- ~~(iii) four (4) pairs of uniform pants~~
- ~~(iv) two (2) uniform sweaters~~
- ~~(v) one (1) tie~~
- ~~(vi) one (1) tie bar/pin~~
- ~~(vii) two (2) name plates~~
- ~~(viii) one (1) black leather belt~~
- ~~(ix) four (4) pairs of epaulette slip-on insignia as appropriate for job classification~~

- (i) four (4) t-shirts
- (ii) four (4) duty shirts – a combination of short or long sleeve at the Employee's discretion
- (iii) four (4) pairs - epaulettes reflective of job classification
- (iv) two (2) name plates
- (v) one (1) AHS photo identification
- (vi) four (4) pairs uniform pants
- (vii) one (1) pair winter/outerwear pants
- (viii) one (1) black leather belt
- (ix) one (1) light duty jacket
- (x) one (1) high-visibility 4-in-1 jacket
- (xi) one (1) pair duty boots
- (xii) one (1) pair winter gloves
- (xiii) one (1) pair winter boots
- (xiv) one (1) toque
- (xv) one (1) ball cap

- (xvi) one (1) pair of scissors and holder
- (xvii) one (1) high performance stethoscope*
- (xviii) one (1) flashlight and holder
- (xix) one (1) pair of safety glasses
- (xx) one (1) large duty bag
- (xxi) one (1) safety helmet
- (xxii) one (1) pair slash gloves
- (xxiii) one (1) inner/outer superior duty belt and four belt keepers
- (xxiv) one (1) portable radio belt clip
- (xxv) one (1) mic strap
- (xxvi) one (1) key holder
- (xxvii) one (1) tie
- (xxviii) one (1) tie clip
- (xix) ice cleats
- ~~(xx) —earpiece~~

*For those Employees who choose a different stethoscope than the one provided, the Employer will reimburse on a one (1) time only basis the cost of the department issued stethoscope upon issue of receipt.

~~(x) AHS photo identification~~

The following item is optional:

An Employee may order this item through the guidance of the uniform team:

- (i) one (1) fitted ballistic body armour**

-When an Employee has been issued a ballistic vest the shirt and t-shirt issued will be appropriate to wear with the ballistic vest.

- (b) Upon initial hire, Emergency Communications Officer (ECO) personnel shall receive a uniform allotment consisting of:**

- (i) four (4) pairs uniform pants
 - (ii) one (1) black leather belt
 - (iii) four (4) t-shirts
 - (iv) four (4) duty shirts – a combination of short or long sleeve at the employee's discretion
 - (v) one (1) tie
 - (vi) one (1) tie clip
 - (vii) one (1) communications jacket
 - (viii) four (4) pairs - epaulettes reflective of job classification
 - (ix) one (1) pair communications shoes
 - (x) two (2) name plates
 - (xi) one (1) AHS photo identification
 - (xii) one (1) medium duty bag
 - (xiii) one (1) telecommunications headset
 - (xxiv) two (2) uniform sweaters
- (b) ~~Upon initial hire, Emergency Communications Officers, in addition to the basic uniform allotment, shall also receive the following:~~
- ~~(i) one (1) telecommunications headset~~
- (c) Upon initial hire, Business Standards and Operations Support (BSOS) personnel shall receive a uniform allotment consisting of:
- (i) four (4) pairs uniform pants
 - (ii) one (1) black leather belt
 - (iii) four (4) t-shirts
 - (iv) four (4) duty shirts – a combination of short or long sleeve at the employee's discretion
 - (v) one (1) tie
 - (vi) one (1) tie clip

- (vii) one (1) light duty jacket
- (viii) one (1) high-visibility 4-in-1 jacket
- (ix) four (4) pairs - epaulettes reflective of job classification
- (x) one (1) pair duty boots
- (xi) one (1) pair winter gloves
- (xii) one (1) pair slash gloves
- (xiii) one (1) pair of safety glasses
- (xiv) one (1) toque
- (xv) one (1) ball cap
- (xvi) two (2) name plates
- (xvii) one (1) AHS photo identification
- (xviii) one (1) flashlight and holder
- (xix) one (1) medium duty bag
- (xx) one (1) key holder
- (xxi) ice cleats

(e) ~~Upon initial hire, EMRs, PCPs and ACPs assigned to EMS/IFT Operations, in addition to the basic uniform allotment, shall also receive the following:~~

- ~~(i) one (1) high-visibility jacket~~
- ~~(ii) one (1) pair winter gloves~~
- ~~(iii) one (1) pair of winter/outerwear pants~~
- ~~(iv) one (1) pair of winter boots~~
- ~~(v) one (1) toque~~
- ~~(vi) one (1) summer hat~~
- ~~(vii) one (1) stethoscope*~~
- ~~(viii) one (1) flashlight and holder~~
- ~~(ix) one (1) pair of safety glasses~~
- ~~(x) one (1) duty bag~~
- ~~(xi) one (1) pair of scissors and holder~~
- ~~(xii) one (1) two piece duty belt and Four (4) belt keepers~~
- ~~(xiii) one (1) safety helmet~~
- ~~(xiv) duty boot as appropriate for work area~~

~~*for those Employees who choose to update to the Littman III stethoscope, the Employer will reimburse on a one (1) time only basis the cost of the department issued stethoscope upon issue of receipt.~~

- (d) ~~Upon initial hire, Vehicle Equipment Supplies Services Technician (VESST) in addition to the basic uniform allotment, shall also receive the following:~~
- ~~(i) one (1) pair of safety glasses~~
 - ~~(ii) one (1) high-visibility jacket~~
 - ~~(iii) one (1) pair winter gloves~~
 - ~~(iv) one (1) toque~~
 - ~~(v) one (1) flashlight and holder~~
 - ~~(vi) duty boot~~

50.02 Upon completion of orientation, all uniformed personnel shall be eligible to order one (1) Dress Uniform supplied and fitted by the Employer, with no Uniform Allocation Points deducted.

50.03 Replacement and/or additional clothing and equipment provisions will be managed through a yearly Uniform Allocation Points Accrual system where EMS personnel are responsible and accountable for their uniform needs. The Uniform Allocation Points Accrual system will be as per Employer policy.

50.04 Clothing and equipment provisions for specialized teams (e.g. Air Medical, Tactical EMS, Public Safety Team) will be as per Employer policy.

50.05 Uniformed personnel may utilize the Uniform Points Process to purchase items **listed in their basic uniform allotment in article 50.01 and/or optional items, including, but not limited to, the following:**

- (i) slash gloves
- (ii) radio earpieces

~~Effective April 1, 2019 uniformed personnel may utilize the uniform points process to purchase the following items:~~

- (iii) dress uniform shoes**
- (iv) forage cap with badges**
- (v) Duty belt accessories (e.g. radio holder)**
- ~~(vi) Dress uniform (Tunic, pants and shirt)~~
- ~~(vii) Dress uniform overcoat~~
- (vi) bucket hat**
- ~~(vii) ice cleats~~

~~50.06 If requested by an EMR, PCP, or ACP assigned to EMS/IFT Operations, and approved by their supervisor, the Employer shall supply, on a one time basis, an internal ballistic vest with no Uniform Allocation Points deducted.~~

- ~~(a) If a ballistic vest is issued, it shall be worn at all times unless they are off at a station.~~
- ~~(b) Ballistic vest replacement, due to wear, shall occur through the Uniform Allocation Points process.~~
- ~~(c) Ballistic vests with manufacturer defects or those past their expiry date shall be replaced without use of the Uniform Allocation Points process.~~

~~50.08 Upon termination of employment, Employees shall return all clothing and equipment provisions to the Employer.~~

50.09 Alternate Uniform and Clothing Issue for New Hires

~~Upon initial hire all new hires shall have their choice between the basic uniform allotment identified in Article 50.01 or the alternate kits described below:~~

~~Practitioners (Replaces Article 50.01(a) and (c)):~~

<u>Quantity</u>	<u>Uniform Item</u>
2	T-shirts
3	Duty Shirts: Long and Short Sleeve
2	Uniform Pants
1	Uniform Sweater
1	Tie
1	Tie Bar
2	Name Plates
1	Black Leather Belt (Standard)
4	Four Pairs of Epaulettes
1	AHS Photo ID
1	High Visibility jacket (winter)
1	Pair Winter Gloves
1	Winter Outerwear Pants
1	Pair Winter Boots
1	Toque
1	Summer Hat
1	Littmann III Stethoscope
1	Flashlight and Holder
1	Pair safety Glasses (Upgraded)
1	Duty Bag, Large
1	Pair of Scissors and Holder
1	Two Piece Duty Belt and Four Belt Keepers
1	Safety Helmet
1	Footwear Duty Boots
1	Light Duty Jacket
1	Ear Piece
1	Pair Slash Gloves

<u>Quantity</u>	<u>Uniform Item</u>
1	Mie Strap
1	Radio Clip
1	Key Holder
1	Ice Cleats
1	Duty Bag, Medium

Emergency Communications Officers (Replaces Article 50.01 (a) and (b)):

<u>Quantity</u>	<u>Uniform Item</u>
2	T-shirts
3	Duty Shirts: Long and Short Sleeve
2	Uniform Pants
1	Uniform Sweater (Zipper Style)
1	Tie
1	Tie Bar
2	Name Plates
1	Black Leather Belt (Standard)
4	Four Pairs of Epaulettes
1	AHS Photo ID
1	Telecommunications Head Set
1	Fleece
1	Footwear (shoes)

Vehicle Equipment Supplies Service Technician (Replaces Article 50.01 (a) and (c)):

<u>Quantity</u>	<u>Uniform Item</u>
2	T-shirts
3	Duty Shirts: Long and Short Sleeve
2	Uniform Pants
1	Uniform Sweater
1	Tie
1	Tie Bar
2	Name Plates
1	Black Leather Belt (Standard)
4	Four Pairs of Epaulettes
1	AHS Photo ID
1	Pair safety Glasses (Upgraded)
1	High Visibility jacket (winter)
1	Pair Winter Gloves
1	Toque
1	Flashlight and Holder
1	Footwear-Duty Boots
1	Light Duty Jacket
1	Key Holder
1	Ice Cleats

<u>Quantity</u>	<u>Uniform Item</u>
1	Duty Bag, Large
1	Duty Bag, Medium

~~New hires shall indicate their choice of initial uniform to no later than days prior to commencement of employment.~~

FOR RATIFICATION

~~EMS LETTER OF UNDERSTANDING #1~~

~~BETWEEN~~

~~ALBERTA HEALTH SERVICES~~
(hereinafter referred to as the Employer)

~~—and—~~

~~THE HEALTH SCIENCES ASSOCIATION OF ALBERTA~~
(hereinafter referred to as the Union)

~~RE: CHAUVIN EMPLOYEES LUMP SUM PAYMENT~~

~~The Parties recognize that there are Employees at Chauvin who respond to calls for service but are not on-call and are not Regular Employees. Those Employees who respond to five (5) to nine (9) calls in a year, will be paid two hundred and fifty (\$250.00) dollars. Any Employees who responds to ten (10) or more calls in a year will be paid five hundred (\$500.00) dollars.~~

~~This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.~~

EMS LETTER OF UNDERSTANDING #5

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

—and—

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: LEGACY ITEMS AND LOCAL CONDITIONS
FOR FORMER PARKLAND EMERGENCY MEDICAL SERVICES — FLEET
SERVICES COORDINATOR

The Fleet Services Coordinator position will be reviewed on a regular basis, at least annually. The Fleet Services Coordinator will receive five dollars (\$5.00) per hour differential for ten (10) hours of their tour. The Fleet Services Coordinator will continue to work their regularly scheduled hours of work and will provide fleet services duties throughout their tour. The Employee shall maintain emergency calls and regular crew duties as the priority throughout the tour unless otherwise assigned by management. As mutually agreed, additional hours may be worked specifically as the Fleet Services Coordinator with prior approval of management.

The Fleet Services Coordinator will develop and maintain a log book of all work completed. Such log book will be available for review by management.

This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

EMS LETTER OF UNDERSTANDING #6

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

**RE: PAYMENT FOR KILOMETERAGE APPLICABLE TO CASUAL ~~AND ROVER~~
EMERGENCY MEDICAL SERVICES EMPLOYEES (EXCLUDING EDMONTON
METRO, CALGARY METRO, IFT-NORTH AND IFT-SOUTH)**

The Parties agree to add the following provisions to Article 20: Travel Expenses:

1. When a Casual ~~or Rover~~ Employee accepts a shift, within the North Zone, that requires the Employee to travel to a worksite other than their assigned start point, and travel is required before and/or after said shift times, and such Employee uses their own vehicle to travel, kilometerage in excess of one hundred (100) kilometers shall be compensated at ~~zero point five four cents (\$0.54)~~ **zero point five five cents (\$0.55)** per kilometer based on the attached kilometerage matrix.
2. When a Casual ~~or Rover~~ Employee accepts a shift, within the Central Zone, that requires the Employee to travel to a geographical area other than their assigned start point, and travel is required before and/or after said shift times, and such Employee uses their own vehicle to travel, kilometerage in excess of one hundred (100) kilometers shall be compensated at ~~zero point five four cents (\$0.54)~~ **zero point five five cents (\$0.55)** per kilometer based on a kilometerage matrix provided by the Employer.
3. When a Casual ~~or Rover~~ Employee accepts a shift, within the South Zone, that requires the Employee to travel to a geographical area other than their assigned start point, and travel is required before and/or after said shift times, and such Employee uses their own vehicle to travel, kilometerage in excess of one hundred (100) kilometers shall be compensated at ~~zero point five four cents (\$0.54)~~ **zero point five five cents (\$0.55)** per kilometer based on a kilometerage matrix provided by the Employer.
4. When a Casual ~~or Rover~~ Employee accepts a shift, within Edmonton Suburban Rural or Calgary Suburban Rural, that requires the Employee to travel to a geographical area other than their assigned start point, and travel is required before and/or after said shift times, and such Employee uses their own vehicle to travel, kilometerage in excess one hundred (100) kilometers shall be compensated at ~~zero point five four cents (\$0.54)~~ **zero point five five cents (\$0.55)** per kilometer based on a kilometerage matrix provided by the Employer.

5. Kilometrage will be compensated provided the Employee is actually travelling to the destination Site, and will be determined by the kilometrage matrix provided by the Employer, and shall not exceed the kilometrage from the start point to the destination Site.
6. When shifts are booked on two or more consecutive days, and travel is required, kilometrage will be compensated only for travel prior to the first scheduled shift, and after the last scheduled shift. Employees will be compensated for round-trip travel once in a ninety-six (96) hour period for shifts worked at the same Site.
7. Such time spent travelling shall be considered part of a Casual ~~or Rover~~ Employee's shift for purposes of kilometrage payment only, and is therefore not included in the calculation and payment of overtime.

This Letter of Understanding applies only to Casual EMS Employees in the North, South and Central Zones, and in Edmonton and Calgary Suburban Rural and will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

EMS LETTER OF UNDERSTANDING #8

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: MULTI-SITE POSITION IN ~~ZAMA CITY~~, RAINBOW LAKE AND HIGH LEVEL

The Parties agree that this Letter of Understanding applies to Regular or Temporary EMS Employees who work a regularly scheduled tour in ~~Zama City~~ or Rainbow Lake.

1. Notwithstanding any other provisions in the Collective Agreement, ~~Zama City~~, Rainbow Lake and High Level constitute a multi-Site position for EMS. High Level is the hub for the multi-Site position. It is understood that currently AHS has contracted out the EMS services at High Level, however in the event that AHS again takes over the provision of services in High Level during the term of this Letter of Understanding, High Level will be included in the multi-Site position without impact upon any of the following terms.
2. Employees who work a regularly scheduled tour in Rainbow Lake will receive a premium for that regularly scheduled tour in the amount of one hundred and twenty dollars (\$120.00). The provisions for Employee Shift ~~Trading~~ **Exchange** in Article 10.12 of the Local Conditions Applicable to Emergency Medical Services, as contained in the Collective Agreement, shall continue to apply.
- ~~3. (a) Employees who work a regularly scheduled tour in Zama City will receive a premium for that regularly scheduled tour in the amount of eighty dollars (\$80.00). The provisions for Employee Shift Trading in Article 10.12 of the Local Conditions Applicable to Emergency Medical Services, as contained in the Collective Agreement shall continue to apply.~~
- ~~(b) The Employer shall provide a vehicle to Employees for travel into Zama City at the start of a tour and travel out of Zama City at the end of a tour. Only in the event the Employer decides not to provide a vehicle for a tour, the premium set out in paragraph 3(a) for that tour shall be increased to one hundred and twenty dollars (\$120.00).~~
3. Employees who work a tour in High Level will not receive a premium for that tour, as premiums are only applicable to tours in Rainbow Lake ~~or Zama City~~.
- ~~5. The Employer may reasonably require Employees to bring supplies in or out of Rainbow Lake or Zama City to or from High Level at the start, during or at the end of a tour.~~

4. These premiums are in recognition of the remoteness of ~~these~~ **this** Sites and of the unique nature of this multi-Site position, including the travel to and from the Site. ~~and the supply needs for the Sites. Therefore, travel to and from the Site at the start and end of the tour and reasonable directions in relation to supplies shall not be considered in regular hours of work and overtime.~~ The premiums are not part of regular earnings and are not pensionable earnings.

This Letter of Understanding will expire March 31, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

EMS LETTER OF UNDERSTANDING #9

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

**RE: INCREASING OR DECREASING FULL-TIME EQUIVALENCY SPECIFIC TO
EMS LOCAL CONDITIONS**

WHEREAS the Parties agree that it may be of mutual benefit to Regular Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work; and

WHEREAS the Parties agree that increases and/or decreases to established FTEs can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change.
- Decreases to FTEs can provide increased choice to an Employee who gradually wants to phase or bridge into retirement and may create opportunities for formal succession or mentoring programs.

NOW THEREFORE the Parties agree as follows:

For EMS Employees working on an emergency response/patient transport vehicle or aircraft or as an Emergency Communications Officer the following shall apply;

1. Regular Employees may submit requests to the Employer to increase or decrease their FTE. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE based upon operational requirements.
 - (a) All requests by Regular Employees to adjust FTE's must be made in writing to the supervisor/manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request and such request shall not be unreasonably denied, subject to operational requirements. **If the request is denied, the reason(s) shall be provided in writing at the time the decision is communicated to the Employee.**
 - (b) If a Regular Employee requests to decrease their FTE the decrease request is limited to zero point five (0.5) FTE only.

- (c) The resulting zero point five (0.5) FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.

For EMS Employees not working on an emergency response/patient transport vehicle or aircraft or as an Emergency Communications Officer the following shall apply;

- 2. (a) Regular Employees may submit requests to the Employer to increase or decrease their FTE. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE based upon operational requirements.
 - (i) All requests by Regular Employees to adjust FTE's must be made in writing to the supervisor/manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request and such request shall not be unreasonably denied, subject to operational requirements.
 - (ii) If a Regular Employee requests to decrease their FTE by zero point three seven (0.37) or less, the resulting FTE may be posted in accordance with Article 29: Promotions, Transfers and Vacancies or reallocated amongst Regular Employees in accordance with this Letter of Understanding.
 - (iii) If a Regular Employee requests to decrease their FTE by more than a zero point three seven (0.37), the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.
- (b) FTE's may be reallocated amongst Regular Employees within a functional work area. The Employer will advise the Union of the scope of the functional work area.
 - (i) FTE changes can occur between two (2) individual Regular Employees or can involve one (1) Regular Employee who initiates the request and a larger group of Regular Employees in the functional work area who participate in the reallocation of FTE's.
 - (ii) The reallocation of FTE's is most effective in functional Work Areas where there are a significant number of working-level positions in the same classification. This allows the Employer to designate the Regular Employees in the functional work area who are "pre-qualified" or assessed to meet a minimum threshold to accept FTE adjustments that become available. Where more than one (1) Regular Employee is pre-qualified or meets the minimum threshold, the job is offered to the most senior Employee.
- (c) The Employer may approach Regular Part-Time Employees with opportunities to increase their FTE's. Such additional FTE's may become available either as a

result of a vacancy or through operational changes resulting in small FTE enhancements.

- (i) The maximum increase that can be offered by the Employer is a zero point three seven (0.37) FTE.
3. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 10: Hours of Work, of the EMS Local Conditions.
4. Adjustments to FTE can be either permanent or temporary in nature. The Regular Employee who has temporarily reduced their FTE may return to their regular FTE prior to the end of the temporary period by providing a minimum of six (6) weeks written notice.
5. When a Regular Employee reduces their FTE on a temporary basis, their pre-reduction FTE will be maintained. A Regular Employee who has been granted a temporary reduction in FTE through this Letter of Understanding will accrue benefits and entitlements under the Collective Agreement based on the reduced FTE during the temporary period. At the completion of the term of the temporary reduction, the Employee will be reinstated into their pre-reduction FTE.
8. **Evaluation**

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) days following ratification of the Collective Agreement.
9. This Letter of Understanding has no application to situations requiring a Duty To Accommodate.

This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

EMS LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: TRIAL OF AUTOMATIC PROGRESSION BETWEEN EMERGENCY MEDICAL SERVICES (EMS) CLASSIFICATION SERIES

Whereas the Parties endeavour to support the recruitment and retention of EMS Employees with the Employer, AND

Whereas the Parties agree that a seamless transition between EMS classifications (Emergency Medical Responder (EMR) to Primary Care Paramedic (PCP) or PCP to Advanced Care Paramedic (ACP)) is important upon the successful completion of a required education program, change of designation training and registration, AND

Whereas the Parties agree that such progression encourages EMS Employees to further their EMS education and achieve advanced EMS designations, while remaining with the Employer, AND

Whereas the Parties agree that allowing individuals the ability to remain at their current Site, to the extent possible, after successfully completing EMS education and training supports long-term retention,

Now therefore, the Parties agree to allow, on a trial basis, automatic progression when an Employee changes professional designation from an EMR to a PCP, or from a PCP to an ACP.

An EMR advancing to a PCP or a PCP advancing to an ACP either through this Letter of Understanding or via Article 29 will be placed on the same step in the new classification wage grid as in the previous wage grid (i.e. step 4 PCP to step 4 ACP).

Effective the date of ratification, current Employees who advanced in classification since April 1, 2024, shall have their salary adjusted to reflect the same step to step progression on the wage grid provided they have not already surpassed that step.

Current Employees will have sixty (60) days following the date of ratification to notify the Employer of such inclusion. If on a leave of absence, the Employee shall be granted sixty (60) days following their return to work date.

Current enrollees in a PCP or ACP education program shall have consideration under this Letter of Understanding using the same qualification parameters.

The following consideration will apply to all areas not covered by EMS Letter of Understanding #3 and Letter of Understanding #4.

Prior to enrolment into one of the above noted classifications' education programs, the Employee will notify the Employer and the Union and request consideration under this Letter of Understanding. Approval will be granted based on operational feasibility (ie: vacancy rate, budget and recruitment trends). Such considerations will be shared with the Union.

Approval will be on a first come first served basis by Zone and will be honoured for the next program intake, after which:

1. The Employee will, on a one-time basis, be permitted to transfer to a vacant schedule at their Site to advance to the next level of classification (EMR to PCP, or PCP to ACP). A process-based waiver of posting will be used to support this initiative.
 - (a) An EMR who has advanced to a PCP, or a PCP who has advanced to ACP will be provided with a vacancy list within their current Site to identify schedules in the new classification available for them.
 - (b) When a vacant schedule is not immediately available at the Employee's Site, the Employee will temporarily continue working their current schedule in the higher classification. When a vacant schedule(s) becomes available, the Employee will either select from the available vacant schedule(s) based on seniority or be assigned to an available vacant schedule in order of seniority and transferred into the higher classification.
 - (c) Should the Employee reject the assigned schedule in the higher classification, the Employer and Employee shall meet to discuss, and when no extenuating circumstances exist the Employee will revert to their previously held schedule in their former classification as an EMR or PCP.
2. Any subsequent transfers or promotions must be in accordance with Article 29 of the Collective Agreement.

This Letter of Understanding will expire March 31, 2028

EMS LETTER OF UNDERSTANDING XX (NEW)

BETWEEN

**ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)**

**RE: COMMITMENT TO DISCUSS EMS LETTERS OF UNDERSTANDING #3 AND #4
IN THE COLLECTIVE AGREEMENT**

Within ninety (90) days of ratification of this Collective Agreement, the Parties agree to:

1. Establish a committee to discuss the benefits and challenges associated with the current EMS Letters of Understandings #3 and #4.
2. The committee will develop a Terms of Reference
3. The committee will examine opportunities to align metro processes related to partner picks and expressions of interest.
4. The committee will be authorized to recommend alterations to current EMS Letters of Understandings #3 and #4 to their stakeholders.
5. The committee shall be comprised of equal numbers of Employer and Union representatives, and each will choose their own representatives.
6. The committee will meet virtually (ie: Teams or Zoom) every two (2) months, or as the Parties mutually agree.
7. There shall be no loss of income for time spent by Employees at meetings.

This Letter of Understanding shall expire on March 31, 2028