

IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT

BETWEEN:

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(the “Union”)**

and

**ALBERTA HEALTH SERVICES
(the “Employer”)**

MEDIATOR’S REPORT OF LYLE S. R. KANEE, Q.C.

JUNE 28, 2022

MEDIATOR'S REPORT OF LYLE S. R. KANEE, Q.C.

INTRODUCTION:

[1] The Collective Agreement governing these parties expired on March 31, 2020. Notice to commence collective bargaining was served on December 13, 2019, however negotiations for a renewal agreement were delayed due to the COVID-19 pandemic. The parties began their negotiations on October 6, 2021 and continued meeting through to May 12, 2022. On May 27, 2022, the parties applied to the Director, Mediation Services for the appointment of a mediator to conduct informal mediation pursuant to s. 64 of the *Labour Relations Code*. On May 30, 2022, the Director appointed me to serve as Mediator.

[2] The parties met on their own to further narrow the issues on June 1 and 2, 2022. I met with the parties on June 8, 10, 11, 13, 14, 18, 22-25, 2022. To the credit of both negotiation teams and their spokespersons, significant progress was made during our discussions on many important items including Layoff and Recall, Probation and Remote/Hybrid Work. The changes to the current Collective Agreement that the parties agreed to in their direct negotiations and during mediation are identified in **Appendix "A"** to this report.

[3] Despite their best efforts, a gap remains between the parties' positions on several important issues. At the request of the parties, I have prepared my own recommendations for resolution of the remaining outstanding issues for consideration by the parties.

[4] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer a recommendation that reflects a compromise that has a reasonable chance of acceptance by both sides.

RECOMMENDATIONS:

A. Wage Adjustment

[5] The parties have agreed on a four-year term but have not agreed on salary adjustments during the term. A significant difference between the parties relates to what the Employer describes as “market adjustments”. The Employer identified a number of classifications it submits are currently paid substantially more than employees in comparable classifications employed in Ontario and provinces west of Ontario. It seeks to reduce the salaries of employees in those classifications to reflect the market rates established in other provinces. These proposed reductions would affect over 40% of the employees in the bargaining unit. The reductions range from -.28% to -10.93%. Beyond these reductions, the Employer also proposes, that any salary adjustments for employees in these classifications during the term of this agreement be paid as lump sums rather than percentage increases.

[6] The Union disputes that employees in these classifications receive above-market wages and submits that its members will not ratify an agreement that contains concessions. It also notes that its members are experiencing the impact of high inflation. In addition to the general salary adjustments discussed below, the Union proposes that employees in certain classifications receive additional increases by way of pay grade adjustments.

[7] With respect to general salary adjustments, the Employer proposes:

Year 1: 0.00% effective April 1, 2020

Year 2: 0.00% effective April 1, 2021

Year 3: 1.25% effective January 1, 2023

Year 4: 1.5% plus an additional 0.5% subject to the Gain Sharing Formula* effective September 1, 2023

*Gain Sharing Formula:

Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective September 1, 2023 for the 2023-24 Fiscal Year.

The most recent publicly available forecast for Alberta’s Real GDP for 2024 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

“Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The Union proposes:

Year 1: 0.00% effective April 1, 2020

Year 2: 2.00% effective April 1, 2021

Year 3: 3.25% effective April 1, 2022

Year 4: 3.0% effective April 1, 2023

[8] I recommend the following wage adjustments that align with the wage increases agreed to between the Employer and the United Nurses of Alberta and the Employer and the Alberta Union of Provincial Employees (Auxiliary Nursing). (*The agreement with the United Nurses of Alberta also included the conversion of an annual lump sum payment first awarded in 2007 and equivalent to 2% of salary to 2% on the grid, for a net-zero change.)

WAGE INCREASES AND SALARY SCHEDULES

Effective April 1, 2020 Salary Grids shall be increased by Zero percent (0%).

Effective October 1, 2021 Salary Grids shall be increased by One percent (1%)

Effective September 1, 2022 Salary Grids shall be increased by One Point Two-Five percent (1.25%).

Effective April 1, 2023 Salary Grids shall be increased by Two percent (2%).

[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.

B. Benefits

[10] As reflected in Appendix “A”, the parties have agreed to reconfigure **benefits coverage for Chartered 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**. However, the Union has sought a number of additional benefit improvements that the parties have been unable to agree on. I recommend the following additional benefit improvements be included in their 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.

C. Rural Capacity Investment Fund

[11] The parties acknowledge that there are challenges in the recruitment and retention of staff in certain rural areas of the province. To address those challenges I recommend ***the establishment of a Rural Capacity Investment Fund in the annual amount of \$5.7 million to be operated by a joint committee on the terms set out in the Letter of Understanding below.***

RE: RURAL CAPACITY INVESTMENT FUND

In addition to the provisions outlined in this Collective Agreement, effective the date of ratification¹, 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.

¹ The timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2023.

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 Employers. 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 Committee shall be comprised of (the composition of the committee is to be determined) 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 endeavor 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 30, 2024.

D. Current Agreement

[12] Except as set out above and as otherwise agreed to by the parties, I recommend “current agreement”.

CONCLUSION:

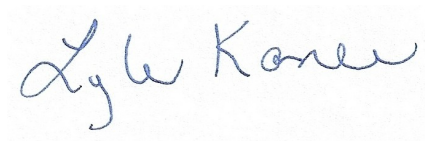
[13] I encourage the parties to consider these recommendations in the context of the entire tentative agreement they have reached.

[14] I thank both committees for their cooperation throughout and the professional manner in which this mediation was conducted.

[15] I also wish to acknowledge, with great respect and appreciation, the extraordinary dedication and efforts of the members of this bargaining unit and their managers during the pandemic.

Dated June 28, 2022.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lyle Kanee". The signature is written in a cursive, flowing style.

Lyle S. R. Kanee, Q.C.

APPENDIX “A” TO MEDIATOR’S REPORT
AHS/HSAA NEGOTIATIONS
Agreed upon items as of June 27, 2022

| # | Article / LOU | Notes |
|----------|--|--|
| | Preamble | |
| 1 | Term of Collective Agreement | |
| 2 | Definitions | |
| 3 | Management Rights | |
| 4 | Recognition and Union Business | |
| 5 | Dues Deduction and Union Membership | |
| 6 | No Discrimination, Harassment, or Workplace Violence | |
| 7 | No Strike or Lockout | |
| 8 | Bulletin Boards | |
| 9 | Probationary Period | |
| 10 | Hours of Work | |
| 11 | Work Schedules and Shifts | |
| 12 | Overtime | |
| 13 | On-Call Duty | |
| 14 | Salaries | |
| 15 | Recognition of Previous Experience | |
| 16 | Shift Differential and Weekend Premium | |
| 17 | Responsibility Pay | |
| 18 | Temporary Assignments | |
| 19 | Ambulance Duty and Camp Allowance | |
| 20 | Travel Expenses | Except for: <ul style="list-style-type: none"> • 20.02 (f), with respect to number of kilometres only <ul style="list-style-type: none"> ○ AHS proposes current agreement (25 km) ○ HSAA proposes to amend (20 km) |
| 21 | Vacation With Pay | |
| 22 | Named Holidays | Except for: <ul style="list-style-type: none"> • 22.01 (a) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend to include National Day of Truth and Reconciliation to list of Named Holidays • 22.02 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposed to amend as per June 24, 2022 proposal (as identified in HSAA’s May 20, 2022 Outstanding Item document) |
| 23 | Sick Leave | |
| 24 | Workers’ Compensation | |
| 25 | Employee Benefit Plans | |
| 26 | Pension Plan | |

| # | Article / LOU | Notes |
|----|--|--|
| 27 | Over/Under Payments | |
| 28 | Seniority | |
| 29 | Promotions, Transfers and Vacancies | |
| 30 | Layoff and Recall | |
| 31 | Technological Change | |
| 33 | Leaves of Absence | <p>Except for:</p> <ul style="list-style-type: none"> • 33.04 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes amended personal leave entitlement and duration of a “day” for the purpose of personal leave • 33.06 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes benefits cost-share for full duration of maternity leave • 33.07 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes benefits cost-share for full duration of parental leave • 33.13 (a) & (b) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend domestic violence leave to include an additional 5 days (paid) |
| 34 | In-Service Programs | |
| 35 | Court Appearance | |
| 36 | Evaluations, Personnel Files and Employee Health Files | |
| 37 | Discipline and Dismissal | <p>Except for:</p> <ul style="list-style-type: none"> • 37.01 <ul style="list-style-type: none"> ○ AHS proposes to amend “sunset period” for discipline to 18 months excluding LOAs greater than 30 days, and amend so that removal of discipline is contingent upon there being no further discipline on file ○ HSAA withdrew ingoing proposal and reverted to current agreement |
| 38 | Resignation/Termination | |
| 39 | Job Descriptions | |
| 40 | Job Classifications | |
| 41 | Employee-Management Advisory Committee | |
| 42 | Workplace Health, Safety and Wellness | |
| 43 | Protective Clothing | |
| 44 | Part-Time, Temporary and Casual Employees | <p>Except for:</p> <ul style="list-style-type: none"> • 44.01 <ul style="list-style-type: none"> ○ AHS proposes current agreement |

| # | Article / LOU | Notes |
|----------|--|---|
| | | <ul style="list-style-type: none"> ○ HSAA proposes to strike article 23 (Sick Leave) and article 37 (Discipline and Dismissal) from list of articles not applicable to casual employees ● 44.09 (Named Holidays) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend to include National Day of Truth and Reconciliation to list of Named Holidays ● 44.10 (Sick Leave) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend to reference part-time employees only and proposes separate clause referencing sick leave for casual employees ● *NEW* 44.11 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes sick leave for casual employees ● 44.12 (Change of Status) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend to include sick leave for casual employees |
| 45 | Modified Work Day | |
| 46 | Grievance Procedure | |
| 47 | Grievance Arbitration | |
| 48 | Copies of Collective Agreement | |
| 49 | Critical Incident Stress Management | |
| | | |
| # | Letter of Understanding | |
| 1 | Job-Sharing | |
| 2 | Severance | |
| 3 | Mobility | |
| 4 | Joint Committee | |
| 5 | Joint Benefits Committee | |
| 7 | Regulatory Practice Review Procedure | |
| 8 | Multi-Site Positions | <p>Except for:</p> <ul style="list-style-type: none"> ● 2, reference to 20.02(f) with respect to number of kilometres only (consequential amendment to main body 20.02 (f)) <ul style="list-style-type: none"> ○ AHS proposes current agreement (25 km) ○ HSAA proposes to amend (20 km) |
| 9 | Guidelines for Determination of Requirement to Provide an Automobile | |
| 10 | Increasing or Decreasing Full-Time Equivalency | |
| 11 | Flex Hours | |
| 13 | Consequential Vacancies | |
| 14 | Supernumerary Positions | |
| 15 | Part-Time Seasonal Employees | |

| # | Article / LOU | Notes |
|-----|--|--|
| 16 | Alternate Resolution Process (ARP) | |
| 17 | Deferred Salary Leave Plan | |
| 18 | Northern Incentive Program | |
| 19 | Portability Between Alberta Health Services, and Covenant Health, Bethany Nursing Home of Camrose and Lamont Health Centre | |
| 20 | Duty to Accommodate | |
| 21 | Grandfathered Qualification Differentials (Education Allowance) | |
| 22 | Recruitment Bonus for New Sonographers | |
| 23 | Recruitment Bonus for New Pharmacists | |
| 24 | Provisional Psychologist Recruitment/Retention Initiative | |
| 25 | Compensation for Youth Overnight Retreats Applicable to Employees of the Former Alberta Alcohol and Drug Abuse Commission | |
| 26 | Supplemental Hourly Allowance for Northern Pharmacists | |
| 27 | Ten (10) Month Positions | |
| 29 | Addendum to Educational Allowance for Mental Health Therapists (Main Body Salaries Appendix) | The parties are in agreement to combine LOUs 28 and 29 |
| 31 | Revised Grievance Arbitration Process | |
| 32 | Employee and Union Developed Shift Schedules | |
| 33 | Alternate Scheduling Option (Consecutive Days of Work) | |
| 34 | Alternate Scheduling Option (Hours between Shifts) | |
| 35 | Transitional Provisions for Employees moving into the HSA Bargaining Unit | |
| 36 | Out of Scope Inclusions and Exclusions of Various Employees | |
| 37 | Teleworking Agreement | |
| 38 | Recruitment Bonus for New Perfusionists | |
| NEW | Recruitment Bonus for New Echocardiography Sonographers | LOU was signed after the ratification of the last collective agreement. Renewed as current language |

| # | Article / LOU | Notes |
|-----|---|--|
| NEW | Joint Classification Committee | Parties agree to new LOU, formalizing an already existing Joint Classification Committee |
| NEW | Workers' Compensation | Parties agree to new LOU establishing working committee re: WCB administration |
| NEW | Process to Use Vacation Credits for the Month of April 2023 | To address amended vacation year in accordance with Article 21 amendments |
| XX | Dental and Supplementary Health Benefits | <p>Outstanding in its entirety except where noted:</p> <ul style="list-style-type: none"> • AHS proposes current agreement (no agreement to add) except for enhanced benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor, to be reconfigured to eliminate the per-visit and 20 visit per year maximums and implement a combined maximum of \$3000.00 per participant per benefit year (as tabled in LOU re: Supplementary Health Plan Improvements on June 18, 2022) • HSAA proposes enhancements to Dental and Supplementary Health Benefits |
| XX | Lump Sum Payment for Services Rendered During the COVID 19 Response | Agreed in Principle |

| | Local Conditions | Notes |
|--|--|-------|
| | Applicable to South Zone | |
| | Applicable to Calgary Zone | |
| | Applicable to Central Zone | |
| | Applicable to Edmonton Zone | |
| | Applicable to Cancer Control | |
| | Applicable to The Bethany Nursing Home of Camrose, Alberta | |

| # | EMS Article / LOU | Notes |
|----|--|-------|
| 2 | Definitions | |
| 9 | Probationary Period | |
| 10 | Hours of Work | |
| 13 | On-Call Duty | |
| 16 | Shift Differential and Weekend Premium | |
| 20 | Travel Expenses | |
| 21 | Vacation With Pay | |
| 22 | Named Holidays | |
| 23 | Sick Leave | |
| 25 | Employee Benefit Plans | |
| 28 | Seniority | |
| 29 | Promotions, Transfers and | |

| # | EMS Article / LOU | Notes |
|----------|--|--|
| | Vacancies | |
| 38 | Resignation/Termination | |
| 44 | Part-Time, Temporary and Casual Employees | <p>Except for:</p> <ul style="list-style-type: none"> • 44.10 (Sick Leave) <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes to amend to reference part-time employees only and proposes separate clause referencing sick leave for casual employees • * NEW* 44.11 <ul style="list-style-type: none"> ○ AHS proposes current agreement ○ HSAA proposes sick leave for casual employees |
| 50 | Uniform and Clothing Issue | |
| 51 | Employee Stranding | |
| | | |
| # | EMS Letter of Understanding | |
| 1 | Chauvin Employees Lump Sum | |
| 2 | Hours of Work for Kananaskis Country Station | |
| 3 | Grandfathered and Local Conditions for Calgary Metro | |
| 4 | Grandfathered Items and Local Conditions for Edmonton Metro Emergency Medical Services | |
| 5 | Grandfathered Local Conditions for Former Parkland Emergency Medical Services – Fleet Services Coordinator | |
| 6 | Payments for Travel Time Applicable to Casual Emergency Medical Services Employees (Excluding Edmonton Metro, Calgary Metro, IFT-North, and IFT South) | <p>Except for:</p> <ul style="list-style-type: none"> • References to “kilometerage in excess of one hundred (100) kilometers” in paragraphs 1, 2, 3 and 4 • AHS proposes current agreement (100 km) • HSAA proposes 50 km |
| 7 | Transitional Provisions for Emergency Medical Services (EMS) Employees from Outside Services Coming to Alberta Health Services as of November 30, 2011 | |
| 8 | Red-Circled EMS Employees (Due to Transition Bargaining) | |
| 9 | Multi-Site Position in Zama City, Rainbow Lake and High Level | |
| 10 | Increasing or Decreasing Full-Time Equivalency (FTE) | |
| 11 | Shift Giveaways for EMS Employees | |
| 12 | EMS Return of Radio Equipment/Medications for Core/Flex Employees | |
| 13 | EMS Alternate Uniform and | |

| # | EMS Article / LOU | Notes |
|----|--|-------|
| | Clothing Issue for New Hires | |
| 14 | EMS Specialty Teams Participation (Calgary Zone) | |