

**ARTICLES OF A COLLECTIVE AGREEMENT**

**BINDING:**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(Hereinafter referred to as the “Union”)**

**-AND-**

**SIKSIKA HEALTH SERVICES  
(Hereinafter referred to as the “Employer”)  
Covering All Ambulance Attendants**

**FOR THE PERIOD**

**June 2, 2017 TO MARCH 31, 2023**

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This COLLECTIVE AGREEMENT Certified on November 1, 2022,

BETWEEN

**SKSIKA HEALTH SERVICES (SIKSIKA EMS)**  
(hereinafter called the “Employer”)

of the First Part

- and -

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

of the Second Part

## **PREAMBLE**

The parties recognize that the Employer and the Siksika Nation have the legal responsibility for the provision of adequate, effective, professional, and culturally responsive ambulance and emergency management services within Siksika Nation Territory consistent with the needs of the Siksika Nation, between the Siksika Nation, Her Majesty the Queen in Right of Canada, and Her Majesty the Queen in Right of Alberta.

The parties recognize that the Siksika Nation and its members hold certain Treaty and Aboriginal rights, including the right of self-government as an existing Aboriginal right within the meaning of section 35 of the Constitution Act, 1982.

Nothing in this Collective Agreement shall be construed so as to abrogate or derogate from the application of section 35 of the Constitution Act, 1982, to any existing Treaty or Aboriginal rights of the Siksika Nation or Siksika Nation members, and nothing in this Collective Agreement shall affect the ability of the Siksika Nation or Siksika Nation members to enjoy or exercise any existing or future constitutional rights of Aboriginal peoples of Canada, or to benefit from any other arrangements or agreements that may be applicable.

The Union and the Employer agree that it is in both interests to support the delivery of effective, efficient and culturally sensitive ambulance and emergency management services to the members of the Siksika Nation through the development of ambulance and emergency management programs and services which are based on First Nations laws, culture, customs, values, traditions and standards.

The Employer and the Union agree that they will strive to work together in a spirit of partnership with all nations, honoring each one’s uniqueness and the creator’s gifts with dignity and respect. Both parties intend to maintain harmonious relationships among the

ambulance and emergency management services, the Union and members of the Union and to cooperate in an endeavor to promote the well-being of the communities served. The Employer, in so doing, is guided by the principles of Siksika culture.

It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes respect and dignity in the workplace. The parties further intend to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

## **ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where specifically provided otherwise, the term of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Siksika Health Services exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2024 **2023**, 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 to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 The Employer and the Union may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.
- 1.04 Unless stated otherwise in this Collective Agreement, all provisions are effective the date of ratification.

## **ARTICLE 2: DEFINITIONS**

- 2.01 "Employee" means any person employed in the bargaining unit referred to in Article 4.01 or who performs functions of an ambulance attendant nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 22.
- 2.02 "Code" means the Labour Relations Code as amended from time to time.
- 2.03 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.04 "Union" shall mean the Health Sciences Association of Alberta.
- 2.05 "Employer" shall mean Siksika Health Services (Siksika EMS).

- 2.06 "Basic Rate of Pay" is the step in the Salary Scale applicable to the Employee as set out in the Salary Scale exclusive of all allowance and premium payments.
- 2.07 "Shift" is the 24hr period comprised of Core Hours, Flex Hours and On-Call Duty.
- 2.08 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.09 "Mediation" shall take meaning from the section of the Code dealing with resolution of a difference.
- 2.10 Throughout this Collective Agreement a word used as a pronoun in the singular applies also in the plural and vice versa.
- 2.11 "Advanced Care Paramedic" (ACP) is one who has successfully completed a course of studies in a recognized training institute and who is temporarily or permanently registered with the Alberta College of Paramedics as per the Health Disciplines Act or Health Professions Act, as applicable, as an Advanced Care Paramedic (ACP).
- 2.12 "Primary Care Paramedic" (PCP) is one who has successfully completed a course of studies in a recognized training institute and who is temporarily or permanently registered with the Alberta College of Paramedics as per the Health Disciplines Act or Health Professions Act, as applicable, as a Primary Care Paramedic (PCP).
- 2.13 "Vacation" means annual vacation with pay.
- 2.14 "Vacation year" means the twelve (12) month period commencing on the first day of Employment and annually thereafter.
- 2.15 All Employees shall be designated as follows:
- (a) A "Regular Employee" shall mean a person who is employed to work on a Full-Time basis on regularly scheduled shifts of a continuing nature.
    - (i) A Full-time Employee is one who is hired to work the full specified hours in the Hours of Work Article of this Collective Agreement.
  - (b) Casual Employee is a person who:
    - (i) works on a call-in basis; 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 full-time hours for a maximum of twelve (12) months;
  - (i) for a specific job of more than twelve (12) months;
  - (ii) to replace a full-time Employee who is on an approved leave of absence for a period in excess of Twelve (12) months; or
  - (iii) to replace a full-time Employee who is on a leave of absence due to an illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of twelve (12) months;
  - (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

2.16 "Tour of Duty" means scheduled hours of duty and days off as defined in "Hours of Work" Article 12.

2.17 "Gross Earnings" shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.

2.18 "Steward" means an Employee of the Employer designated by the Union to act as a local representative.

### **ARTICLE 3: MANAGEMENT RIGHTS**

3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this 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**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate, 48-2017, issued by the Labour Relations Board as "All Ambulance Attendants" and any amendments thereto.
- 4.02 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.
- 4.03 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.
- 4.04 An employee shall not engage in Union business during working hours without the prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employers premises for the purpose of transacting Union business with reasonable notice to the Employer, and the Employer will make efforts to obtain and provide a permit to the Union to do so on a yearly or case by case basis. where the permit is provided annually, the Employer will be solely responsible for making efforts to ensure the permit is renewed and provided to the Union no later then January 15th of each year.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) 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.
- 4.07 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.
- 4.08 Steward
- (a) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward.
- (b) A Steward may, at the request of an Employee, accompany or represent them



at formal investigations, disciplinary meetings or during the processing of a grievance including the grievance hearing.

- (c) 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. Stewards shall suffer no loss of regular earnings for leave under this Article.
- (d) Upon request of the Employer, the Union shall provide a list of all Stewards and their current level within the HSAA steward program.

#### **ARTICLE 5: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT**

- 5.01 There shall be no discrimination restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, gender identity, gender expression, sexual orientation, marital status, age, family status, source of income, place of residence, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an employee or Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 5.02 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure and supportive work environments for all individuals. The Employer will maintain policies in support of these principals. If workplace violence or harassment has occurred the employer, the union and employees shall take appropriate action to ensure it ceases.
- 5.03 Article 5.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

#### **ARTICLE 6: UNION SECURITY AND UNION DUES**

- 6.01 Membership in the Union is voluntary;
  - (a) Notwithstanding the provisions of Article 6.01, 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, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification 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 and employees reclassified, promoted or transferred outside the scope of this Collective Agreement and the address of Employees.

- 6.02 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 6.03 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. The Employer will record the amount of the Union dues deducted on the T4 forms issued to an employee for income tax purposes.
- 6.04 The Union shall give not less than thirty (30) days' notice of a Special Assessment deduction.
- 6.05 An electronic copy of monthly dues that are outlined in Article 6.02 above shall be supplied to the Union.

### **ARTICLE 7: NO STRIKE OR LOCKOUT**

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an employee engages in a strike, slow down, stoppage of work, picketing of an Employers premises, or refusal to perform work, during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of the difference or grievance. If the Employee does not return and comply immediately with such direction, they shall be deemed to have terminated their employment.

### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 Definition of Time Periods
  - (a) For the purpose of this Article and Article 9, 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 19.
  - (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.
- 8.02 Resolution of a Difference between an Employee and the Employer
  - (a) Formal Discussion
    - (i) If a difference arises between one (1) or more employees 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 the Chief of Emergency Medical Services (Chief of EMS) or their designate. If it is not resolved in this manner, the employee(s) shall seek the advice and help

of the Union representative. If it becomes a grievance, it will be submitted in writing and delivered to the Employer through the Union.

Grievances will indicate:

- (a) the nature of the grievance;
- (b) the clause or clauses claimed to have been violated;
- (c) the redress sought.

- (i) However, the mandatory formal discussion stage set out in Article 8.02(a)(i), shall be bypassed when the employee has been given a letter of discipline pursuant to Article 25.
- (ii) In the event that the difference is of a general nature affecting two or more employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1

The grievance shall be submitted, in writing, and signed by the Employee or a representative of the Union, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Chief of EMS within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Chief of EMS shall be made known to the Employee and the Union within ten (10) days of receipt of the written statement.

(c) Step 2

Within ten (10) days of receipt of the decision of the Chief of EMS, the Union may elect to submit the grievance to Step 2 by submitting to the Chief Executive Officer, 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 ten (10) days of the meeting.

(d) Step 3

Should a 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) days of receipt of the decision of the Chief Executive Officer or their designate, that the Union wishes to proceed to Arbitration under

Article 9.

(e) Default

- (i) 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,
- (ii) 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.

8.03 (a) Neither the Employee nor a representative of the local unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

(b) An employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.

8.04 Either party may initiate a meeting for the purpose of resolving a difference prior to the filing of a formal grievance or prior to or during grievance or arbitration proceedings.

8.05 Resolution of a Difference between the Union and the Employer:

(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 Chief of Emergency Medical Services or their designate, 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 Chief of Emergency Medical Services or their designate, 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 Chief of Emergency Medical Services or their designate, 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. The decision of the Chief of Emergency Medical Services or their

designate, shall be made known to the Union, in writing, within ten (10) days of the receipt of the written statement of the grievance.

(c) Step 2

Should a grievance not be resolved through Step 1, if chosen, at Step 2, the Union may elect to submit the grievance to Arbitration under Article 9. In this case, the Union shall notify the Employer in writing within ten (10) days of receipt of the decision of the Chief of Emergency Medical Services or their designate, that the Union wishes to proceed to Arbitration.

**ARTICLE 9: ARBITRATION**

- 9.01 The party requesting Arbitration shall notify the other party of the name of their proposed Arbitrator. Within ten (10) calendar days of receipt of such written notice, the party so notified will respond with its proposed Arbitrator and the parties shall attempt to agree upon an Arbitrator.
- 9.02 If the parties cannot agree to a single Arbitrator, or fail to do so, they shall jointly request the Minister of Labour to appoint a qualified person to act as single Arbitrator.
- 9.03 The Arbitrator shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the term of this Agreement or to deal with any matter not covered by this Agreement.
- 9.04 In the event that the 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.
- 9.05 The decision of the Arbitrator shall be final and binding on both parties.
- 9.06 The Employer and the Union shall equally bear the fee and expense of the **Arbitrator**.
- 9.07 The 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.
- 9.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

**ARTICLE 10: BULLETIN BOARDS**

- 10.01 The Employer shall provide a bulletin board for ambulance attendants to be placed in a reasonably accessible location in the station for the exclusive use of the Union's

business. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.

The Union may post on such bulletin boards notices of meetings and other notices which may be of interest to employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

## **ARTICLE 11: PROBATIONARY PERIOD**

- 11.01 A newly hired regular or temporary employee shall serve a probationary period of one thousand and ninety-five (1095) hours of employment, or six (6) months of employment, whichever is the lesser, exclusive of overtime, immediately following the date on which the current period of continuous employment commences.
- 11.02 A newly hired regular or temporary employee shall be considered as contributing up to five hundred and forty-seven and a half (547.5) hours of time worked as a casual, excluding overtime, towards the completion of hours of active duty, exclusive of overtime, when hired as, or promoted to, a regular employee position in the same classification. This clause shall apply providing no more than three (3) months have elapsed since they worked for the Employer.
- 11.03 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given monthly feedback regarding their performance; however, if in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to arbitration.
- 11.04 The Employer shall provide a written evaluation to each probationary employee at the approximate mid-point of the probationary period. If after fair review, the employee is found to be unsatisfactory, they may be terminated without notice and without recourse to arbitration, provided the decision is made in good faith and is not arbitrary. The Employer will provide ongoing feedback during probation to identify any concerns or corrective actions that may be needed.
- 11.05 An employee who has completed their probationary period and remains in the Employer's employment, shall not subsequently be placed on probation.

## **ARTICLE 12: HOURS OF WORK**

Hours of work shall consist of:

### 12.01 Regular Shift

- (a) Operate under a four (4) platoon system on the basis of two (2) twenty-four (24) hour shifts on duty, followed by six (6) days off (tour of duty).
- (b) A shift shall consist of forty-eight (48) hours per shift.
- (c) Full-time hours of work for a Regular Shift employee shall consist of two thousand one hundred and ninety (2190) hours of work in each year of full-time employment. For the purposes of biweekly pay the yearly hours of work as identified in Article 12.01(e) shall include Named Holidays as per Article 19.01(a).

### 12.02 Employees may exchange shifts and/or days off with employees in the same classification provided that:

- (a) both affected employees submit the request give reasonable notice of forty eight (48) hours or more; and
- (b) the Employer approves the exchange; and
- (c) operational efficiency is not disrupted; and
- (d) there is no increased cost to the Employer.
- (e) The shift schedule shall be amended by the Employer to reflect the shifts being exchanged.

Such approval shall not be unreasonably withheld.

### 12.03 Employees called in to work and not required to commence work and/or who work two (2) hours or less shall receive a minimum of three (3) hours overtime rates of pay.

### 12.04 Where an employee has worked continuously, without downtime, for sixteen (16) hours, the employee may have eight (8) hours of designated down-time during the shift for fatigue management before returning to active duty, without loss of earnings.

### 12.05 Hours of Work shift for a Casual employee shall be up to twenty-four (24) hours for a shift, and shall be:

- (a) A casual employee may work any of the work shifts and rotations as described in Articles 12.01 at the applicable rates of pay for casual employees.
- (b) Overtime rates of pay shall apply to a casual employee as applicable to the shift structure worked by the casual employee when the overtime occurs, as defined in Article 13 (Overtime).

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

- (a) Unless otherwise mutually agreed between the Employee and the Employer, or between the Union and the Employer, the shift schedule shall be posted four (4) weeks in advance.
- (b) If the Employer changes a shift schedule after the schedule was posted, the affected employees shall be provided with seven (7) 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 seven (7) calendar days' notice, they shall be entitled to overtime for hours worked in the first 24 hour period.
- (c) Unless otherwise agreed between the Employee and the Employer, unless an employee is given at least seven (7) calendar days' notice of a change of scheduled days off, they shall be paid at one and one half times (1.5X) their basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.

12.07 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 three (3) hours' pay at their basic rate of pay.

12.08 Should an employee report and commence work as scheduled and is required by the Employer to cease work prior to the completion of their scheduled shift and return to work at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of three (3) hours at their basic rate of pay for that inconvenience

**ARTICLE 13: OVERTIME**

13.01 Permanent or Temporary Full Time Employees Overtime is all hours authorized by the Employer and worked by the Employee in excess of their regularly scheduled shift, either immediately preceding or following a regularly scheduled shift. Notwithstanding the above, this does not apply to those regular employees who have voluntarily agreed to fill casual shifts as employees listed on a "Voluntary Casual" list. All overtime hours shall be paid at a rate of one and one half times (1.5X) the 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 regularly scheduled shift.

### 13.02 Overtime for Casual Employees

Casual "Regular Shift" Employees shall be deemed to be working overtime when required by the Employer to work more than twenty-four (24) hours per shift. These employees will be compensated at a rate of one and one half times (1.5X) the basic rate of pay.

### 13.03 Straight Time For Special Assignments

The following functions shall be considered as straight time assignments:

#### Pow Wow Days

An employee, at the request of the Employer, may volunteer to work at any of the above functions. An employee volunteering to work at any of the above 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 the above functions, such wishes shall not be held against them.

By mutual agreement between the Employer and the Union, the list may be amended from time to time.

## **ARTICLE 14: NOT ALLOCATED**

## **ARTICLE 15: NOT ALLOCATED**

## **ARTICLE 16: SENIORITY**

- 16.01 (a) The Employer shall provide the Union, within two months of the signing of this Collective Agreement, and in January and July of each year thereafter, a listing of employees in order of seniority. For the purposes of this first Collective Agreement this list will be established based on the employee's original date of hire with the Employer or its successor organization, as a regular employee.
- (b) For newly hired regular or temporary employees, seniority with the Employer starts on the date on which the employee commences employment in the bargaining unit.
- (c) For casual employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by the

equivalent annual full-time hours of their new position and converting the result to as seniority date, but will not precede date of hire with the Employer.

- 16.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 16.01.
- 16.03 Seniority shall be the determining factor in:
- (a) layoffs and recalls, subject to the qualifications specified in Article 17;
  - (b) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 18.
- 16.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an employee resigns or is terminated from their position with the Employer, or
  - (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
  - (c) if an employee does not return to work on recall to their former classification and full-time equivalency.

#### **ARTICLE 17: LAYOFF AND RECALL**

- 17.01 (a) In case it becomes necessary to reduce the work force by
- (i) reduction in the number of employees; or
  - (ii) reduction in the number of regularly scheduled hours available to one (1) or more employees, the Employer will notify the Union and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days' notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work their regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available.
- (b) If the Employer proposes to layoff an employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury they shall not be served with notice under sub-article 17.01(a) until they have advised the Employer of their readiness to return to work.

- (c) When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of the Union, if one is available.

17.02 (a) Layoff shall be in reverse order of seniority; however, the Employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not capable and qualified of performing the work required.

- (b) The parties shall discuss the appropriate application of the above clause.

17.03 Recall

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is qualified and capable of performing the work required.

- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.

- (c) (i) The Employer shall endeavor to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a casual employee, providing the laid off employee is qualified and capable of performing the work required.

- (ii) A laid off employee may refuse an offer of casual work without adversely affecting their recall status.

- (iii) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.

- (d) For the purpose of this clause "Casual Work" shall mean:

- (i) work on a call-basis which is not regularly scheduled;

- (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or

- (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

- (e) Notwithstanding the provisions of Article 16.04, if an employee is recalled for any length of time, other than for Casual Work then that employee's period of recall rights starts anew.

- 17.04 No new regular or temporary employees will be hired while there are other employees within the bargaining unit on layoff as long as laid off employees are qualified and capable of performing the work required.
- 17.05 In the case of layoff, the employee shall accrue sick leave and earned vacation for the first month. The employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.
- 17.06 In the case of layoff in excess of one (1) month's duration, the Employer shall inform the employee that they may make arrangements for the payment of their contributions to the applicable benefit plan, and that they may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 33 subject to the Insurer's requirements.

#### **ARTICLE 18: PROMOTIONS VACANCIES AND TRANSFERS**

- 18.01 Where the Employer determines the need to fill a vacant bargaining unit position on a permanent basis, such a vacancy shall be posted a minimum of eight (8) calendar days prior to filling the position. The posting shall be in a format and location accessible to all employees.
- 18.02 Where circumstances require the Employer to fill a posted vacancy before the expiry of the eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
- 18.03 Promotion and the filling of vacancies within the bargaining unit shall be based upon qualifications established by the Employer. Employees shall be entitled to bid for posted vacancies by means of written application submitted as directed before the deadline date and time.
- 18.04 In making promotions and filling vacancies, 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.
- 18.05 Subject to Article 18.04 where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit. Where, in the Employer's opinion, there is no bargaining unit applicant who satisfactorily meets the level of qualifications and performance established for the position, the Employer may hire from any source.

- 18.06 The notice of posting referred to in Article 18.01 shall contain the following information:
- (a) duties of the position;
  - (b) qualifications required;
  - (c) hours of work;
  - (d) status of position, and expected term if a temporary position; and
  - (e) salary.
- 18.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time, 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 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. The reinstatement or placement of an employee in accordance with this article or with Article 18.08 shall not be construed as a violation of the posting provisions of Article 18.01.
- (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.
- 18.08 An employee transferred or promoted will be moved to the rate of pay next higher than their current rate of pay. An employee who is transferred to a position of a lower rate of pay, they shall be moved to the next lower to their current rate of pay.
- 18.09 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 18.10 The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 18.01 to the Union office within seven (7) calendar days of the posting.
- 18.11 The Union 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.

## **ARTICLE 19: NAMED HOLIDAYS**

19.01 (a) Full-time employees shall be entitled to a day off with pay on or for the following Named Holidays based on basic rate of pay:

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 Day	Easter Monday

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

- (i) the Siksika Nation; or
  - (ii) the Province of Alberta; or
  - (iii) the Government of Canada
- (b) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the ambulance stations at least six (6) months prior to the occurrence of the Named Holiday.

19.02 To qualify for a Named Holiday with pay the employee must:

- (a) work on the Named Holiday when scheduled or required to do so.

19.03 "Day" as referenced in this article shall be defined as the twenty-four (24) hour period on the Named Holiday.

19.04 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1.5 X) their basic rate of pay, and an alternate day to be taken as follows:

- (i) at the written request of the employee, payment of one (1) day's pay; or
- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to their next annual vacation.

19.05 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:

- (i) at the written request of the employee, payment of one (1) day's pay; or

- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to their next annual vacation.

- 19.06 (a) No payment shall be due for a Named Holiday which occurs during:
- (i) a layoff, or
  - (ii) all forms of leave during which an employee is not paid.
- (b) No additional payment shall be due for a Named Holiday which occurs during a period when an employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

19.07 Named Holidays — Temporary and Casual Employees

Article 19 is replaced in its entirety by the following:

- (a) Temporary and Casual employees 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 Day	Easter Monday

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

- (i) the Province of Alberta; or
- (ii) the Government of Canada

shall be paid at one and one-half times (1.5X) their basic rate of pay for all hours worked on the Named Holiday.

- (b) 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.

**ARTICLE 20: ANNUAL VACATION**

- 20.01 Subject to Article 21.01(e), during each year of continuous service in the employ of the Employer, an Employee shall receive a vacation entitlement with pay at the beginning of each fiscal year, to be taken in the vacation year except as provided in Article 20.06. For employees who begin employment during the fiscal year, they shall

have access to a prorated portion of vacation entitlement for the fiscal year. The rate at which vacation is earned shall be governed by the total length of employment as follows:

- (i) during the first through fifth (1<sup>st</sup> through 5<sup>th</sup>) years of continuous employment, an employee shall earn entitlement to six (6) days of vacation;
- (ii) during the sixth through ninth (6<sup>th</sup> through 9<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to eight (8) days of vacation;
- (iii) during the tenth (10<sup>th</sup>) through the eleventh (11<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to ten (10) days of vacation;

20.02 An Employee leaving the service of the Employer at any time before they have exhausted the vacation credits to which they are entitled shall receive a proportionate payment of salary in lieu of such earned vacation.

20.03 No employee may continue to work and draw vacation pay in lieu of taking their vacation.

20.04 All vacation entitlement from one vacation year shall be taken during the fiscal year, at a mutually agreeable time, The Employer shall pay out any remaining entitlement to the employee at the end of the fiscal year.

20.05 Notwithstanding Article 20.05 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;

- (a) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and
- (b) such vacation is taken at a mutually agreeable time.

20.06 An employee may request vacation leave during any period of the year.

20.07 Grandfathering of previous vacation entitlements

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 those set out herein shall have their vacation entitlements reduced.



20.08 Vacation for Casual Employees:

- (a) A Casual Employee shall be paid, in addition to their basic rate of pay, five percent (5 %) of their regular earnings.

**ARTICLE 21: LEAVES OF ABSENCE**

20.01 **General Policies Covering Leaves of Absence**

- (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 will notify employees within ten (10) business days from receipt of their application, as to the status of their request.
- (b) An employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated their employment unless a justifiable reason can be established by the employee.
- (c) Except as provided in Article 21.01(d), where an employee is granted a leave of absence of more than a month's duration, and that employee is covered by any or all of the plans specified in Article 19, 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, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.
- (e) The employee shall continue to accrue sick leave and vacation entitlement during the leave of absence to the end of the month in which the leave begins.
- (f) Leave of absence with or 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.

21.02 **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.

### 21.03 **Personal Leave**

- (a) Full-time employees shall be entitled to two (2) paid Personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. 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) Personal Leave days are granted per incident as hourly increments.

### 21.04 **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 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 leaves of absence.
- (e) Subject to operational requirements, time off granted in accordance with Article 21.04 (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.

21.05 The Employer shall provide Maternity Leave and Parental Leave as set out in the Alberta Employment Standards Code in effect as of December 1,2020.

**21.06** Except as otherwise set out herein, the Employer shall provide all leaves of absence set out in and in accordance with the provisions of the Alberta Employment Standards Code, as of December 1, 2020.

**20.03** Parental Leave

- (a) An employee who has completed their probationary period shall, upon their written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the 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.
- (b) The employee shall provide the written request six (6) weeks prior to the requested commencement date of Maternity Leave, understanding that in some circumstances the full six (6) week requirement cannot be fulfilled. 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, STD, or LTD. Maternity Leave shall not exceed eighteen (18) months unless an extension is granted by the Employer. The Employee must declare prior to the start of their Maternity Leave if their desire the leave to be greater than twelve (12) months. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (c) A pregnant employee, whose continued employment in their position may be hazardous to them or to their unborn child in the written opinion of their physician, 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 20.04(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 20.01.
- (d) A parent-to-be who has completed their probationary period shall, upon their written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks. The parent -to-be shall provide the written request six (6) weeks prior to the requested date of commencement of the Leave of Absence.
- (e) An employee absent on Parental Leave or Maternity Leave shall provide the Employer with four (4) weeks' written advance notice of their readiness to return to work following which the Employer will reinstate them in the same position held by their immediately prior to taking such leave and at the same step in the

salary scale or provide their with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to their up to the date they commenced the leave.

- (f) Notwithstanding the provisions of Article 19.03(a), an employee may make prior arrangements with the Employer to prepay the full cost of benefits premiums (employer and employee portion) as per Article 20.01(c) of the Collective Agreement.

#### 20.04 Adoptive Parent Leave

- (a) An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
  - (i) the employee makes 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) the employee provides the Employer with at least one (1) day's notice that such leave is to commence.
- (b) Notwithstanding the provisions of Article 19.03(a), an Employee on Adoptive Parent Leave may make prior arrangements with the Employer to prepay the full cost of benefits premiums (employer and employee portion) as per Article 20.01(c) of the Collective Agreement.

#### 21.07 **Educational Leave/Exchange Programs**

- (a) The parties to this Collective Agreement recognize the value of continuing education for each Employee and recognize that continuing education relevant to the employer may be deemed necessary for Employees covered by this Collective Agreement and recognize that the responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) Full-Time and Part-Time Employees may apply for Educational Leave of Absence. Such leaves must be applied for forty-five (45) days prior to the start date of the program where possible and will be approved by the Employer as soon as possible.
- (c) Employees must send a letter of intent to return to work sixty (50) days prior to return date. If no letter is received, the Employer will consider this position to be open and will refill the position without notice to the Employee.

- (d) While on educational leave without pay:
  - (i) an Employee shall not accrue sick leave or vacation credits unless such leave is less than thirty (30) days;
  - (ii) an Employee's anniversary date for salary increment purposes shall not change unless the duration of the leave exceeds twelve (12) months, in which case the anniversary date shall be delayed by the amount of time by which the leave exceeds twelve (12) months, and the newly established anniversary date shall prevail thereafter.
  - (iii) An Employee absent on approved education leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave.
- (e) 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.

#### 21.08 **Bereavement Leave**

- (a) Bereavement leave with pay of:
  - (i) seven (7) consecutive calendar days, without loss of pay, 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, fiancé, step-parent, stepchildren, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, and grandchild. "Spouse" shall include common-law or same sex relationship.
  - (ii) In the event of the death of another relative or friend, the Employer may grant time off without pay to attend the funeral service.
  - (i) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 21.06 (a) and (b), where special circumstances exist, an employee may request that bereavement leave be divided into two 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 bereavement

leave been taken in one undivided period.

## **ARTICLE 22: JOB CLASSIFICATIONS**

### 22.01 New Classifications

If the Employer creates a new classification within the scope of the bargaining unit, or if an existing classification is added to the bargaining unit, the following shall apply:

- (a) The Employer shall provide written notice to the Union of the classification title and proposed pay rates for the classification.
- (b) If the Union does not agree with the proposed pay rates, the parties shall, within thirty (30) days of the creation or inclusion of the classification, meet and attempt to agree upon a pay scale for the classification.
- (c) If the parties are unable to agree upon a pay scale, the Union may refer the matter to mediation/arbitration at Step 2 or 3 of the Grievance Procedure.
- (d) During the conduct of the processes described above, the Employer may establish an interim rate of pay and fill positions within the classification pending the outcome of the processes, on the understanding that the ultimate pay rate shall be retroactive to the date of creation of the classification.

### 22.02 Position Classification Review

- (a) An employee who feels their position is improperly classified may apply to the Chief of Emergency Medical Services to have the classification reviewed.
- (b) Where the review concerns an employee-initiated request for reclassification, the Chief of Emergency Medical Services' decision is final.
  - (i) The Chief of Emergency Medical Services' decision shall be rendered within thirty (30) days of the request.
  - (ii) An employee who initiates a request under this clause is entitled to the assistance of a Union Representative.
  - (iii) Where the review concerns an Employer-initiated downgrading of classification, the affected employee may appeal the Chief of Emergency Medical Services' decision within thirty (30) days through the Grievance Procedure, including Arbitration, if necessary.

## **ARTICLE 23: JOB DESCRIPTIONS**

23.01 The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement. These job descriptions and any changes thereto shall be provided to the Union and to the employee.

## **ARTICLE 24: SICK LEAVE**

- 24.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- (c) Sick leave credits can be utilized by an employee in the event of medical, dental, or specialist appointments or illness of their spouse and dependents, which may require written proof of the appointment, satisfactory to the employer. The employee is responsible to pay for any costs associated with provision of proof of appointments.
- 24.02 An employee shall be provided each fiscal year a credit for sick leave of six (6) working days as defined in Article 12.01, 12.02 or 12.03.
- 24.03 An employee granted sick leave shall be paid for the period of such leave at their basic rate of pay, and the number of days thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.
- 24.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine after two (2) consecutive working days. The Employer may require satisfactory medical proof to return to work following illness, non-occupational requirement or quarantine cost of such proof shall be eligible for reimbursement through the Flexible Spending Account.
- 24.05 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.
- 24.06 An employee may request in writing the status of their sick leave entitlement.

## **ARTICLE 25: DISCIPLINE AND DISMISSAL**

- 25.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 25.02 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 19.
- 25.03 The Parties may agree to mutually extend timelines.
- 25.04 When circumstances permit, the Employer shall provide at least twenty-four (24) working 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 the appropriate rate of pay, which shall be the basic rate of pay for scheduled days of work, and overtime for unscheduled days of work, for the duration of such meeting(s).
- 25.05 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.
- 25.06 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.
- 25.07 The procedures stated in Articles 25.04, 25.05, 25.06 and 25.10 do not prevent immediate suspension or dismissal for just cause.
- 25.08 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Union within two (2) working days.



- 25.09 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.
- 25.10 An employee, who has been subject to disciplinary action shall, after two **(2)** years from the date the disciplinary measure was initiated, 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 affected.
- 25.11 An employee who is dismissed shall receive their termination entitlements, subject to return of employer property within seven (7) days of date of termination.

#### **ARTICLE 26: RESIGNATION/TERMINATION**

- 26.01 An employee shall provide to the Employer with four (4) Tour(s) of Duty notice of their desire to terminate their employment under any circumstance.
- 26.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the day on which they terminate their employment, subject to return of employer property within seven (7) days of the date of termination.
- 26.03 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notification not given, the employee will be paid in accordance with the Employment Standards Code.
- 26.04 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; or
  - (b) they do not return from leave of absence or vacation as scheduled; or
  - (c) 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.
- 26.05 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 27: SALARIES**

- 27.01 Basic salary scales and increments shall be as set out in the Salary Scale 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.
- 27.02 (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 with the Employer as a regular full-time employee.
- (b) Unless otherwise changed by the operation of this Collective Agreement, a temporary employee who has had a change in status to a regular full-time employee shall have their anniversary date established based on hours paid at the basic rate of pay with the Employer at the increment level such employee was entitled to receive immediately prior to their change in status.
- (c) When a PCP graduates and becomes an ACP they may on an individual basis, at the discretion of the employer, and based on satisfactory experience and performance have a portion of their hours worked credited toward an increment thereby necessitating an adjustment to their anniversary date.

### **Temporary Employees — Increment**

- 27.03 Notwithstanding the time periods stated for increment advancement in the Salary Scale Temporary Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of one (1) year of full-time equivalency and per year thereafter until the maximum rate is attained.

### **Temporary and Casual Employees • Change of Status**

- 27.04 (a) A Temporary or Casual-employee who transfers to regular full-time 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) vacation entitlements; and
  - (ii) seniority.
- (b) A temporary employee shall also be credited with sick leave earned and not

taken during their period of temporary employment.

27.05 Payroll schedule is on a bi-weekly basis for all employees.

27.06 Payroll shall be via direct deposit.

#### ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE

28.01 Salary recognition shall be granted for work experience acceptable to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines:

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

28.02 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Scale.

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

**28.04** This Article does not apply to prior casual experience (measured in hours), however the Employer may consider such prior casual hours at its discretion.

## **ARTICLE 29: UNIFORM AND CLOTHING**

29.01 (a) Upon initial hire, all full-time uniformed personnel shall receive the basic uniform allotment consisting of:

- (i) Two (2) dark blue uniform shirts;
- (ii) Two (2) navy blue T-shirts;
- (iii) One (1) uniform sweater;
- (iv) One (1) EMS fleece
- (v) Two (2) dark blue uniform pant
- (vi) One (1) standard issue belt
- (vii) One (1) radio clip
- (viii) One (1) all weather 3 season jacket (every 5 years)
- (ix) One (1) pair of winter wear gloves
- (x) One (1) toque
- (xi) One (1) pair of work boots (every 2 years)
- (xii) One (1) stethoscope\*

29.02 Upon initial hire, all casual uniformed personnel shall receive the basic uniform allotment consisting of:

- (i) One (1) dark blue uniform shirts;
- (ii) Two (2) navy blue T-shirts;
- (iii) One (1) EMS fleece / work shirt
- (iv) One (1) dark blue uniform pant

One (1) pair of winter wear gloves and one (1) toque will be provided to casual employees upon request. A three season all weather jacket will be provided to wear while on duty only and remains the property of Siksika EMS.

The employee at their own expense may purchase all other uniform issue clothing from Siksika EMS.

29.03 Clothing Issue Conditions

- (a) After receiving an initial uniform issue, clothing shall be issued "as required" but only at the discretion of Chief of Emergency Medical Services, and upon return of the previously issued items.
- (b) Clothing issue shall be provided in sizes and fit that are appropriate and professional for EMS professionals. Should alterations be required the employer will pay for reasonable costs.
- (c) Siksika EMS will pay for the cost of major repairs to the uniforms, when damage was sustained in the course of providing patient care. Minor repairs are the responsibility of the employee.

- (d) On a 2-year basis, employees may request replacement and/or additional uniform based on wear and tear. Requests for replacement shall not be unreasonably denied.
- (e) When an employee resigns or is dismissed, all uniform issue shall be returned to Siksika EMS in good order.

### **ARTICLE 30: DUTY-INCURRED EXPENSES**

30.01 Except when the employee applies for a position other than the one the employee occupies at the time of application, if the Employer requests the employee for a driver's abstract, the cost of the driver's abstract shall be reimbursed by the Employer upon production by the employee of proof of payment of the cost.

### **ARTICLE 31: WORKERS' COMPENSATION**

- 31.01 (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) 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 underpayments provided in Article 35 shall not commence until the Employer has received reimbursement for WCB, or has issued any statement of adjustment to the employee, whichever is later.
- (c) An employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 32.01 (ii) shall be deemed to be on a leave of absence without pay.

- (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 (1<sup>st</sup>) month of such absence.

- 31.02 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 Article 24 or Article 33.

- 31.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting provisions of Article 18.

## **ARTICLE 32: EMPLOYEE BENEFIT PLANS**

- 32.01** The Employer shall maintain and continue the current content and level of following group benefit plans for all eligible Employees including:
- (a) group life insurance;
  - (b) accidental death and dismemberment insurance;
  - (c) dental care including coverage for dependents;
  - (d) vision care including coverage for dependents;
  - (e) medical care including coverage for dependents;
  - (f) short term disability;
  - (g) long term disability; and
  - (h) group pension plan (an RRSP)

The Group Benefits Plan will be paid fifty percent (50%) by the employer and fifty

percent (50%) by the employee.

The Employer will ensure employees are aware of and have access to the Employee and Family Assistance Program.

- 32.02 Where the benefits specified in Article 33.01 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.
- 32.03 When an Employee is in receipt of Weekly Indemnity, the Employer agrees to pay one hundred per cent (100%) of health benefits premiums.
- 32.04 An Employee shall cease to earn sick leave and vacation credits while on LTD.
- 32.05 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.
- 32.06 (a) Prepaid Health Benefits shall be provided to a regular full-time Employee;
- (b) 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.
- 32.07 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.
- 32.08 (a) The Employer shall provide one copy of each of the plans to the Union.
- (b) The Employer shall advise, as applicable, the Union of all premium rate changes pursuant to Article 33.

### **ARTICLE 33: GROUP RRSP PLAN**

- 33.01 The Employer will implement a Group Registered Retirement Savings Plan for its employees. This program will be administered with the following criteria:
- (a) The Employer shall contribute 4% of annual wage towards a pension plan.

#### **ARTICLE 34: OVER/UNDER PAYMENTS**

- 34.01 In the event that an employee is over- or under-compensated by error on the part of the Employer by reason of salary payment for:
- (a) vacation benefits; or
  - (b) sick leave benefits; or
  - (c) salary.
- 34.02 The Employer shall correct such compensation error not later than the second following pay day. If an under-payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 8.
- 34.03 In the case of an overpayment, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. 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 35: CONTRACTING OUT**

- 35.01 Where the Employer finds it becomes necessary to transfer, assign, subcontract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Union two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

#### **ARTICLE 36: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

- 36.01 The Parties to this Collective Agreement agree to establish an Employee Management Advisory Committee or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.

#### **ARTICLE 37: COURT APPEARANCE**

- 37.01 Employees subpoenaed to appear in Court as witnesses or required to appear in Court as a defendant or a plaintiff shall take time off to attend court. Employees shall use vacation time or take time off without pay. If the Employee is a witness on behalf of the Employer in the proceedings, the Employee shall be paid the Employee's salary plus travel expenses for the Court appearance.



37.02 Employees who are selected for jury duty shall take time off without pay until jury duty is terminated.

### **ARTICLE 38: TEMPORARY AND CASUAL EMPLOYEES**

38.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Temporary and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:

Article 11: Probationary Period  
Article 16: Seniority  
Article 17: Layoff and Recall  
Article 21: Leaves of Absence  
Article 24: Sick Leave  
Article 25: Discipline and Dismissal  
Article 26: Resignation/Termination  
Article 33: Group RRSP Plan  
Article 34: Over/Under Payments

- 38.02 (a) A Temporary Full-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-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 18.07(b).

### **ARTICLE 39: EVALUATION AND PERSONNEL FILES**

39.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.

(b) Evaluations shall be for the constructive review of the performance of the employee.

39.02 All such evaluations shall be in writing.

39.03 (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 seven (7) calendar days of receipt of the evaluation document, and their reply shall be placed in their file.
- (c) The Employer shall make every effort to schedule evaluation interviews during working hours. By mutual agreement, or should an Employee request an evaluation interview, it may be scheduled on a day of rest. If so, the Employee shall be compensated at their basic rate of pay.

39.04 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.

39.05 By appointment made in writing at least one (1) working day in advance, an employee may view their personnel file. Upon request, an employee shall be given a copy of requested documents from their file.

#### **ARTICLE 40: WORKPLACE, HEALTH, SAFETY AND WELLNESS**

40.01 By appointment made in writing at least one (1) working day in advance, an employee may view their personnel file. Upon request, an employee shall be given a copy of requested documents from their file.

40.02 Required safety equipment, devices, and training will be provided where necessary by the Employer.

40.03 The Employer shall establish a Joint Worksite Health and Safety Committee which shall be composed of representatives of the Employer and at least three (3) two (2) employee representatives appointed by the Union and may include representatives of other employee groups.

40.04 The Joint Worksite Health and Safety Committee shall meet monthly at a mutually acceptable hour and date. A co-chairperson(s) may call a special meeting of this Committee to deal with urgent matters and shall meet within ten (10) days of an event, such as a serious workplace injury, work refusal, or other matter that requires the Committee's attention under OHS legislation.

- 40.05 The applicable rate of pay shall be paid to an employee representative for time spent in preparing for and in attendance at a meeting and completing duties of this Committee.
- 40.06 The "Rules of Procedure" and terms of reference of the Joint Worksite Health and Safety Committee shall be agreed upon by the Union, employer, and other employee groups. The employee representatives of the Union may request the attendance of guest(s) at a Joint Worksite Health and Safety Committee meeting(s), and this shall not be unreasonably denied.
- 40.07 The Committee shall consider such matters as occupational health and safety
- 40.08 The Joint Worksite Health and Safety 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.
- 40.09 No employee shall be expected to operate equipment, administer drugs or use any new technique until trained in that particular procedure or technique. An employee may, during the training period, administer, use or operate as stated above under direct supervision of a qualified employee.

#### **ARTICLE 41: PROTECTIVE CLOTHING**

- 41.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing. The Parties to this Collective Agreement agree to establish an Employee - Management Advisory Committee or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.
- 41.02 For the purposes of this article, protective clothing shall include eyewear.
- 41.03 If requested by a PCP, or ACP, and approved by their supervisor, the Employer shall supply, on a one time basis, an internal ballistic vest.
- (a) If a ballistic vest is issued, it shall be worn at all times on a call.
- (b) Ballistic vests with manufacturer defects or those past their expiry date shall be replaced by the Employer.

#### **ARTICLE 42: COPIES OF COLLECTIVE AGREEMENT**

- 42.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

- 42.02 The Collective Agreement shall be printed in pocket size form by the Union, and the cost shall be shared equally between parties.
- 42.03 The Collective Agreement shall be printed and distributed to each employee within ninety (90) days of signing.

**ARTICLE 43 - CRITICAL INCIDENT STRESS MANAGEMENT**

- 43.01 Where critical incident or stress debriefing is requested by an employee, it shall be provided as soon as practicably possible, and the employee will suffer no loss of earnings for the duration of the shift.

**SALARY APPENDIX**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>Advanced Care Paramedic</b>									
14-Sep-20	\$30.59	\$31.67	\$32.81	\$33.98	\$35.17	\$36.42	\$37.72	\$38.93	\$40.28
2021 April (2%)	\$31.20	\$32.30	\$33.47	\$34.65	\$35.88	\$37.15	\$38.47	\$39.70	\$41.08
2022 April (2%)	\$31.83	\$32.95	\$34.14	\$35.35	\$36.59	\$37.89	\$39.24	\$40.50	\$41.90
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>Primary Care Paramedic</b>									
September 14, 2020	\$24.53	\$25.18	\$26.04	\$26.97	\$27.97	\$28.91	\$29.91	\$30.96	
2021 April 1 (2%)	\$25.02	\$25.69	\$26.56	\$27.51	\$28.53	\$29.49	\$30.51	\$31.58	
2022 April 1 (2%)	\$25.52	\$26.20	\$27.09	\$28.06	\$29.10	\$30.08	\$31.12	\$32.21	

**LETTER OF UNDERSTANDING # 1**

**BETWEEN**

**SIKSIKA HEALTH SERVICES**  
(hereinafter called the “Employer”)

**AND**

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

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of regular employees in the bargaining unit.
2. (a) A Regular Full-Time Employee shall be eligible for severance pay as follows:

<b>Continuous Length of Service</b>	<b>Amount of Severance at Basic Rate of Pay</b>
3 months or more, but less than one year	2 Tours of Duty
1 year	3 Tours of Duty
2 years	4 Tours of Duty
3 years	5 Tours of Duty
4 years	6 Tours of Duty
5 years	7 Tours of Duty
6 years	8 Tours of Duty
7 years	9 Tours of Duty
8 years	10 Tours of Duty
9 years	11 Tours of Duty
10 years	12 Tours of Duty
11 years	13 Tours of Duty
12 years	14 Tours of Duty
13 years	15 Tours of Duty
14 years	16 Tours of Duty
15 years	17 Tours of Duty

16 years	18 Tours of Duty
17 years	19 Tours of Duty
18 years	20 Tours of Duty
19 years	21 Tours of Duty
20 + years	24 Tours of Duty

- (b) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
  - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the employee's current Employer.
3. A regular employee who has received layoff notice in accordance with Article 17 and for whom no alternate vacant position is available, shall have the option to select either of:
    - (a) Layoff with recall rights as specified in Article 17 of the Collective Agreement; or
    - (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
  4. A regular employee who accepts severance pay shall have terminated their employment, with no further rights to recall.
  5. An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
  6. A regular employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the employee wishes to take the Severance Option offered by the Employer. Any employee who does not advise the Employer, in writing of the employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 17 of this Collective Agreement.
  7. (a) Employees who select severance will not be eligible for rehire by an Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the

period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the employee).

- (b) The employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

- 8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding will expire on March 31, 2023, or upon ratification of the next Collective Agreement, whichever is later.



**LETTER OF UNDERSTANDING # 2**

**BETWEEN**

**SIKSIKA HEALTH SERVICES**  
(hereinafter called the “Employer”)

**AND**

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

**RE: PROFESSIONAL LICENSING AND INSURANCE**

The Employer shall reimburse Full time Employees once per year for Professional Registration and insurance fees **provided that you maintain yourself as a member in good standing in accordance with the By-Laws of the Alberta College of Paramedics.**

Each Employee will receive reimbursement for registration fees for one registration only. Proof of payment as of the due date for payment by the College, and/or insurance provider is required before reimbursement will occur.

This Letter of Understanding will expire on March 31, 2023, or upon ratification of the next Collective Agreement, whichever is later.

## LETTER OF UNDERSTANDING # 3

### BETWEEN

**SIKSIKA HEALTH SERVICES**  
(hereinafter called the "Employer")

### AND

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter called the "Union")

### **RE: RECOGNITION FOR PREVIOUS EXPERIENCE AND CONFIRMATION OF EMPLOYEE INFORMATION**

Siksika EMS undertakes to review, to be completed within two (2) months of ratification, into the manner in which employees have **already** been recognized for previous experience in accordance with the provisions of article 28 of the Collective Agreement **and to apply any increments for recognition of previous experience**. No employee will have a reduction in rate of pay as a result of this review. **Any salary adjustments will be effective on the date of ratification of the Collective Agreement.**

The Employer will provide to each bargaining unit member the following employee profile information:

- Date of Employment
- Seniority Date (established as the date on which the employees commenced employment with the employer)
- Employee's FTE (full-time equivalency)
- Classification
- Rate of Pay
- Anniversary date for increment purposes (and if casual, hours worked towards the next increment)
- Vacation bank amount, and vacation entitlement level
- Sick Bank amount
- Confirmation of group benefits eligibility, with no new waiting period

The Employer shall have thirty (30) days to provide this information HSAA and employees. Employees shall have fourteen (14) days from receipt of the above information to advise the Employer of any discrepancies in the information.

In the event that corrections of these discrepancies cannot be accomplished through the agreement of the parties, the provisions of Article 8 (Grievance Procedure) of the collective agreement shall be invoked.

This Letter of Understanding will expire on March 31, 2023, or upon ratification of the next Collective Agreement, whichever is later.

## **LETTER OF UNDERSTANDING # 4**

### **BETWEEN**

**SIKSIKA HEALTH SERVICES**  
(hereinafter called the "Employer")

### **AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter called the "Union")

### **RE: ALTERNATIVE DISPUTE RESOLUTION PROCESS**

Whereas the Parties agree it is in their best interests to have grievances resolved expeditiously, and in an economical manner, and in a manner which respects and honours traditional method of dispute resolution for the Siksika Nation,

THEREFORE, the Parties agree,

- to meet and establish a culturally responsive alternative dispute resolution process, and
- the basis of the ARP process is as follows:
  1. The purpose of the ARP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.
  2. Prior to a matter being arbitrated, the Parties may agree to refer the issue to the ARP. Reference of a matter to the ARP is voluntary and must be agreed to by all Parties, the Union, the Employer and the impacted Employee(s).
  3. Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution.
  4. Any and all information or documents shared during, or in preparation for the ARP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
  5. The ARP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

The Parties will meet through the Joint Committee during the life of the Collective Agreement to discuss the operation and effectiveness of the ARP process.

This Letter of Understanding will expire March 31, 2023, or upon the date of ratification of the next Collective Agreement, whichever is later.

**LETTER OF UNDERSTANDING # 5**

**BETWEEN**

**SIKSIKA HEALTH SERVICES**  
(hereinafter called the "Employer")

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter called the "Union")

**RE: FLEXIBLE SPENDING ACCOUNT**

- (a) **Effective April 1, 2022**, a Flexible Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 33.
- (b) Annually on April 1<sup>st</sup>, the sum of Five hundred dollars (\$500.00) per each regular full-time Employee shall be allocated by the Employer to a Flexible Spending Account.
- (c) Any unused allocation in an Employee's Flexible Spending Account as of March 31<sup>st</sup> of each year shall not be carried forward to the next calendar year.
- (d) The Flexible Spending Account may be utilized by Employees for their spouses and dependents for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 33. It may also be utilized for reimbursement for expenses associated with professional development (tuition costs or course registration fees, travel costs associated with course attendance, professional journals, books, publications hardware or software), and wellness expenses (which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment).
- (e) Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (f) The Flexible Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.
- (g) In special situations, the employer will expedite reimbursement of expenses incurred, in order to assist an employee to pay for eligible items or service. This would require the production of satisfactory proof of the purchase and costs incurred for verification of expense, on an individual basis.

This Letter of Understanding will expire March 31, 2023, or upon the date of ratification of the next Collective Agreement, whichever is later.

THIS COLLECTIVE AGREEMENT IS HEREBY CERTIFIED AS ACCURATELY  
INCORPORATING THE AWARD ISSUED ON MAY 4, 2022.

THIS COLLECTIVE AGREEMENT IS HEREBY IN EFFECT AND BINDING ON THE  
PARTIES.

Dated this 1<sup>st</sup> day of November, 2022

A handwritten signature in blue ink, appearing to read 'Mark L. Asbell', is written over the typed name below.

Mark L. Asbell, K.C.  
Arbitrator