

**ARTICLES OF A COLLECTIVE AGREEMENT**

**BINDING**

**EAST CENTRAL  
911 CALL ANSWER SOCIETY**

**AND**

**THE HEALTH SCIENCES ASSOCIATION  
OF ALBERTA**

**FOR THE PERIOD**

**JANUARY 1, 2014 TO DECEMBER 31, 2019**

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COLLECTIVE AGREEMENT MADE THIS 12th DAY OF December, A.D. 2016

**EAST CENTRAL 911 CALL ANSWER SOCIETY**  
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA,**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART

**PREAMBLE**

WHEREAS the Parties acknowledge that the primary purpose is to provide emergency dispatch to the communities and municipalities of East Central Alberta, and to

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of Clients, Employees, the Employer, the Communities and the Municipal Districts;
- (c) maintain harmonious relations between the Employer, Employees and the Union;
- (d) recognize the mutual value of an orderly method of resolving differences and joint discussions and negotiations in all matters of mutual concern to the Parties;

AND WHEREAS, the Employer and the Union are desirous of concluding an agreement for the purpose of establishing rates of pay and other terms and conditions of employment;

NOW THEREFORE the Parties agree as follows:

**ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where specifically enforced and provided otherwise, the term of this Collective Agreement shall be effective from January 1, 2014, up to and including December 31, 2019, 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.

The Employer and the Union may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.

## **ARTICLE 2 – DEFINITIONS**

In this Collective Agreement:

- 2.01 “Employee” means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of an emergency dispatch nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40 (Job Classifications).
- 2.02 “Chairperson of the Board” shall mean the Chairperson of the East Central 911 Call Answer Society Board of Directors.
- 2.03 “Code” means the Labour Relations Code as amended from time to time.
- 2.04 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.05 “**Union**” means the Health Sciences Association of Alberta.
- 2.06 “Basic Rate of Pay” is the step in the salary scale applicable to the Employee as set out in the Salaries Appendix, exclusive of all allowances and premium payments.
- 2.07 “Administrator” shall mean the senior administrative person responsible to the East Central 911 Call Answer Society Board of Directors.
- 2.08 All Employees shall be designated as follows:
- (a) “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
- (i) “full-time employee” is a regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
- (ii) “part-time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

- (b) "Casual Employee" is a person who:
  - (i) works on an "call-in" basis; or
  - (ii) works on an unscheduled voluntary on-call basis; or
  - (iii) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (iv) relieves for an absence the duration of which is three (3) months or less.
  
- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
  - (i) for a specific job of more than three (3) months and less than six (6) months; or
  - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a full-time or part-time Employee who is on a leave due to 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 three (3) months.

2.09 "Employer" shall mean East Central 911 Call Answer Society Board and shall include such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.

2.10 "Shift" means a daily work period exclusive of overtime hours.

2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.12 "Mediation" shall take the meaning from the section of the Code dealing with resolution of a difference.

2.13 Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

2.14 "Registered Emergency Fire Dispatcher" - is one who has successfully completed a course of studies in a recognized training institute and who is permanently registered with the National Academy of Emergency Dispatch.

### **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 Employees acknowledge 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.
- 3.03 The Employer will provide to the Union all policies and procedures, as well as all departmental guidelines affecting employees which are related to employment matters.

Where the Employer's policies and procedures are maintained only in a hard copy format, the Employer will place the Union on a distribution list and ensure that as amendments are approved, or as new policies and procedures are approved, they are forwarded to the Union. Where the Employer policies and procedures are maintained electronically, the Employer will e-mail a copy to the Union.

### **ARTICLE 4 – RECOGNITION AND UNION BUSINESS**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees employed in the unit as defined by the certificate issued by the Labour Relations Board as “all employees.”
- 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 Administrator or designate of the Employer and the Union with a copy to the Chair of the Local Unit.

- 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 Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 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 Representative shall be supplied in writing by the Union to the Employer before he is recognized as the Union representative.
- 4.08 It shall be the responsibility of the Employee to advise the Employer and the Union of any change in Name, Marital Status, or Place of Residence.

#### **ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES**

- 5.01 Membership in the Union is voluntary.
- 5.02
  - (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, 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. Such list shall also indicate newly hired and terminated Employees.
  - (b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.

- 5.04 The Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.

#### **ARTICLE 6 – NO DISCRIMINATION, HARASSMENT OR BULLYING**

- 6.01 There shall be no discrimination, bullying, harassment, by restriction or coercion practiced by either party in respect of an Employee by reason of race, colour, creed, national origin, place of residence, political or religious affiliation, sex, sexual preference, marital status, age, physical disability, mental disability 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.
- 6.02 In order to facilitate the multi-party duty to accommodate, the parties will meet to discuss the Accommodation when necessary.

#### **ARTICLE 7 - NO STRIKE OR LOCK OUT**

- 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 the Employer's premises, or refusal to perform work during the life of this Collective Agreement, the Union shall instruct him to return to work immediately and perform his duties faithfully and resort to the grievance procedure established herein for the settlement for the difference or grievance. If the Employee does not return and comply immediately with such direction, he shall be deemed to have terminated his employment.

#### **ARTICLE 8 - BULLETIN BOARDS**

- 8.01 The Employer shall provide bulletin board space in the dispatch centre for the exclusive use of the Union business.

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 9 - PROBATIONARY PERIOD**

- 9.01 A newly hired regular or temporary Employee shall serve a probationary period of one thousand and ninety-five (1095) hours worked, exclusive of overtime, immediately following the date on which the current period of continuous employment commences. Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited retroactive to the last date of hire.
- 9.02 A newly hired casual Employee shall be considered as contributing up to five hundred and forty-seven and decimal five (547.5) hours of time worked as a casual, excluding overtime, towards the completion of the one thousand and ninety-five (1095) hours worked, 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 he has worked for the Employer.
- 9.03 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, he may be terminated without notice and without recourse to the grievance procedure during the probationary period.
- 9.04 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 his performance, however, if in the opinion of the Employer, the Employee is found to be unsatisfactory, he may be terminated without notice and without recourse to the grievance procedure.
- 9.05 The Employer shall provide a written evaluation to each probationary Employee prior to the completion of this probationary period.
- 9.06 An Employee who has completed his probationary period and remains in the Employer's employ shall not subsequently be placed on probation.
- 9.07 Further to Article 9.01, part-time Employees will have completed their probationary period after one thousand and ninety-five (1095) hours or one (1) year of employment, whichever is the lesser.

## **ARTICLE 10 - HOURS OF WORK**

- 10.01 The Union recognizes the right of the Employer to establish shifts for Employees within the bargaining unit. Therefore, the Employer retains the exclusive right to schedule the hours of work of Employees as necessary to provide coverage for the determined hours of operation.

- 10.02 Should the Employer decide to change from one shift structure to an alternate shift structure, the Employer will give no less than thirty (30) days notice of such change to the Union. During the notice period, the Employer will meet with the Union to receive Employee and Union input regarding changes to be made by the Employer to the scheduling. However, it is understood that in the absence of consensus, the Employer shall have the right to proceed with changes.
- 10.03 Regular hours of work for full-time Employees assigned Emergency Dispatch Positions, inclusive of meal periods, shall be four (4) twelve (12) hour day shifts, followed by four (4) days off then four (4) twelve (12) hour night shifts, followed by four (4) days off.
- 10.04 The Employer will endeavour to give not less than fourteen (14) calendar days' notice of changes to the rotation of the Employee's shift schedule. Should the rotation of the Employee's shift schedule be changed with less than fourteen (14) calendar days' notice and unless otherwise mutually agreed by the Employee and the Employer, then the Employee shall be entitled to the applicable overtime rate for the first shift.
- 10.05 The Employer will endeavour to give not less than four (4) calendar days' notice of changes in the days of an Employee's shift schedule. Should the days of the Employee's shift schedule be changed with less than four (4) calendar days' notice, then unless otherwise mutually agreed between the Employee and the Employer, the Employee shall receive the applicable overtime rate for any hours worked during the first shift of the scheduled change.
- 10.06 Unless given fourteen (14) calendar days' advance notice of the change, an Employee required by the Employer to work a scheduled day off will receive the applicable overtime rate. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of his next regularly scheduled shift.
- 10.07 The Employer will endeavour to give not less than twenty-four (24) hours' notice of changes in the start and finish times of an Employee's shift schedule. Should the start and finish times of the Employee's shift be changed with less than twenty-four (24) hours' notice, unless otherwise mutually agreed by the Employee and the Employer, the Employee shall receive the applicable overtime rate for all hours worked on this shift.
- 10.08 Employees may exchange shifts and/or days off with Employees in the same classification, provided that:
- (a) both affected Employees submit the request in writing, giving reasonable notice (preferably fourteen (14) days' notice); and
  - (b) the Employer approves the exchange; and

- (c) operational efficiency is not disrupted; and
- (d) there is no increased cost to the Employer; and
- (e) the shift schedule shall be amended by the Employer to reflect the shifts being exchanged; and
- (f) any request for shift exchange shall be responded to by the Employer within four (4) days.

Such approval shall not be unreasonably withheld.

- 10.09 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 10.10 Employees called back to work and not required to commence work and/or who work two (2) hours or less shall receive a minimum of two (2) hours at the applicable overtime rate.
- 10.11 Where an Employee works more than sixteen (16) hours notwithstanding Article 10.04, 10.05 and 10.06, he shall be entitled to eight (8) consecutive hours of rest before commencing his next scheduled shift, without loss of earnings. The Employee in this situation will advise the Administrator in advance of the fact that he will not be reporting for duty at his scheduled time.
- 10.12 The annual hours for regular full-time Employees shall be two thousand one hundred and ninety (2190).
- 10.13 Hours of Work for a casual Employee shall be:
  - (a) up to twelve (12) hours on a day shift; or
  - (b) up to twelve (12) hours on a night shift.

## **ARTICLE 11 – NOT ALLOCATED**

## **ARTICLE 12 – OVERTIME**

- 12.01 Overtime is all the time authorized by the Employer and worked by an Employee in excess of his regularly scheduled shift or on scheduled days of rest. Overtime worked immediately following or immediately preceding an Employee's scheduled shift will be paid at two times (2X) the Employee's basic rate of pay

for all hours worked. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of his next regularly scheduled shift.

12.02 An Employee shall be allowed to bank up to forty-eight (48) hours at any time in a year to be taken as time off in lieu of payment for overtime calculated at the appropriate rate. This time off shall be taken at a time mutually agreed between the Employee and the Employer. Banked overtime may be taken in conjunction with a scheduled vacation. All banked lieu time must be utilized or paid out prior to a classification change.

12.03 **Overtime for Casual Employees**

(a) Casual Employees shall be deemed to be working overtime when required by the Employer to work:

(i) in excess of forty-eight (48) hours cumulative in one (1) week to be defined as zero seven hundred (0700) hours Monday to zero seven hundred (0700) hours Monday; or

(ii) in excess of twelve (12) hours cumulative in a twenty-four (24) hour period to be defined as zero seven hundred (0700) hours to zero seven hundred (0700) hours

shall be paid the applicable overtime rate for all hours worked thereafter.

(b) When a casual Employee has completed a shift as stated in (i) or (ii) above, and works additional hours in a twenty-four (24) hour period, he shall be compensated at the applicable overtime rate for all hours thereafter until the twenty-four (24) hour period has ended, at which time this overtime payment will cease and the Employee's basic rate of pay will apply.

**ARTICLE 13 - ON-CALL DUTY**

13.01 (a) The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, during which the Employee is placed on-call and must be available to respond without undue delay to any request to return to duty and shall include casual Employees.

(b) When an Employee whose hours of work are in accordance with Article 10.04, 10.05 and 10.06, is scheduled to work on a day shift, he may also be assigned "on-call duty" of twelve (12) hours during the following night shift, and when scheduled to work on a night shift he may also be assigned "on-call duty" of twelve (12) hours during the preceding day shift.

- 13.02 The Employer agrees to pay:
- (a) Employees three dollars (\$3.00) per hour for each hour on-call.
  - (b) The sum of three dollars and fifty cents (\$3.50) per hour on days off and Named Holidays.
- 13.03 On each occasion where a regular Employee is recalled to duty during his on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period, or for two (2) hours, whichever is longer, at the applicable overtime rate. An Employee called back to duty shall be permitted to leave the Dispatch Centre when normal conditions have been restored. However, any further requests for procedures received by an Employee prior to leaving the centre following completion of the work required on the initial call shall be considered one call for the purpose of determining call-back pay.

#### **ARTICLE 14 – SALARIES**

- 14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
- (a) be effective on the dates specified therein;
  - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
  - (c) form a part of this Collective Agreement.
- 14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment with the Dispatch Service as a regular full-time Employee.
- (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time Employee who has had a change in status to a regular full-time Employee shall have his anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to his change in status.
- 14.03 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and Union shall be so advised, in writing, and the Employee's performance will be evaluated, in

writing on a month-to-month basis. After he reaches a satisfactory performance level, the increment shall be granted as of that date; however, his anniversary date, for annual increment purposes, shall not be changed.

- 14.04 When determining the equivalent monthly rate, the following equation shall be used:

$$\frac{\text{Basic Hourly Rate X Annual Hours}}{12} = \text{Monthly Salary}$$

14.05 **Casual Employees – Increment**

Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand one hundred and ninety (2,190) hours of work, and further increments on the satisfactory completion of each period of two thousand one hundred and ninety (2,190) regular hours of work thereafter until the maximum rate is attained.

14.06 **Temporary and Casual Employees - Change of Status**

- (a) A temporary or casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during his period of employment, provided not more than six (6) months have elapsed since he last worked for the Employer:
- (i) salary increments;
  - (ii) vacation entitlements; and
  - (iii) seniority.
- (b) A temporary Employee shall also be credited with sick leave earned and not taken during his period of temporary employment.

**ARTICLE 15 - RECOGNITION OF PREVIOUS EXPERIENCE**

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

- (a) one (1) annual increment for one (1) year's experience within the last two (2) 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) six (6) annual increments for six (6) years' experience within the last eight (8) years;
- (g) seven (7) annual increments for seven (7) years' experience within the last nine (9) years.

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

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

15.04 The Employer shall advise all Employees in writing at the time of hire as to the pay grade and step in the Salaries Appendix.

## **ARTICLE 16 - SHIFT DIFFERENTIAL**

### **16.01 Shift Differential**

- (a) Effective ratification an evening shift differential of three dollars (\$3.00) per hour shall be paid to:
  - (i) employees working a shift wherein the majority of the hours of such shift falls within the period nineteen hundred (1900) hours to zero seven hundred (0700) hours; or
  - (ii) employees for each regularly scheduled hour worked between nineteen hundred (1900) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between nineteen hundred (1900) hours and zero seven hundred (0700) hours; or
  - (iii) to employees for all overtime hours worked which fall within the period of nineteen hundred (1900) hours and zero seven hundred (0700) hours.

## **ARTICLE 17 – NOT ALLOCATED**

## **ARTICLE 18 - TEMPORARY ASSIGNMENTS**

- 18.01 Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the Employee will receive, in addition to his basic rate of pay, a minimum amount of one dollar and fifty cents (\$1.50) per hour. An Employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.
- 18.02 During the periods of temporary assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

## **ARTICLE 19 – NOT ALLOCATED**

## **ARTICLE 20 - DUTY-INCURRED EXPENSES AND TRAVEL EXPENSES**

- 20.01 (a) When an Employee is required by the Employer to travel for employment purposes, he shall be reimbursed for all reasonable expenses. Receipts are required.
- (b) 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 to provide 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.
- (c) When an Employee is required by the Employer to drive a motor vehicle other than a motor vehicle supplied by the Employer for the purposes of attending meetings, educational sessions, or other such Employer business, a transportation allowance (for kilometres driven) will comply with the most recent maximum non-taxable Revenue Canada kilometre rate.

## **ARTICLE 21 - ANNUAL VACATION**

### **21.01 Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December that year;

- (c) "date of employment" means:
  - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.

## 21.02 **Vacation Entitlement**

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

- (a) during the first (1st) to third (3rd) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twelve (12) working days, which is equivalent to one hundred and forty-four (144) hours; or
- (b) during each of the fourth (4th) to tenth (10th) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of sixteen (16) working days, which is equivalent to one hundred and ninety-two (192) hours; or
- (c) during each of the eleventh (11th) to nineteenth (19th) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days, which is equivalent to two hundred and forty (240) hours; or
- (d) during each of the twentieth (20th) and subsequent years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-four (24) working days, which is equivalent to two hundred and eighty-eight (288) hours.

21.03 Where an Employee is voluntarily terminating his employment, the Employer shall provide the Employee with a written statement of his vacation entitlement upon termination.

## 21.04 **Time of Vacation**

- (a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an

Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.

- (b) Notwithstanding Article 21.04(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
    - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
    - (ii) such vacation is taken at a mutually agreeable time.
  - (c) An Employee may request vacation leave during any period of the year.
  - (d) Upon the request of the Employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer.
  - (e) Request for vacation will be approved or denied within four (4) weeks of the request being submitted.
- 21.05 (a) Unless given four (4) weeks' advance notice of an alteration to his scheduled vacation period, an Employee shall not be required to work during his vacation period.
- 21.06 Regular vacations are based on continuous years of service with the Employer and shall be based on a defined vacation year of January 1st to December 31st of each year. Employees with less than one (1) full year of service at December 31st of any year shall receive one (1) day of vacation entitlements for each full month of service.
- 21.07 **Vacation for Casual Employees**
- (a) Casual employees will receive a percentage of pay in lieu of vacation entitlements under the following terms:
    - (i) zero (0) hours to six thousand five hundred and seventy (6570) hours in total, four percent (4%) of his regular earnings in lieu of vacation;
    - (ii) six thousand five hundred and seventy one (6571) hours to twenty-one thousand nine hundred (21,900) hours in total, six percent (6%) of his regular earnings in lieu of vacation;
    - (iii) more than twenty-one thousand nine hundred (21,900) hours in total, eight percent (8%) of his regular earnings in lieu of vacation.

- (b) A Casual Employee shall not be scheduled to work or be placed on call for two (2) weeks during each vacation year. Such vacation may be applied for during any period of the year, but shall be taken at a mutually agreeable time. Additional leave will be granted during each vacation year as applicable depending on vacation entitlements.

**ARTICLE 22 - NAMED HOLIDAYS**

- 22.01 (a) Full-time Employees shall be entitled to a day off with pay on or for the following Named Holidays:

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

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

- (i) the Municipality in which the Call Answer Centre is located;
  - (ii) the Province of Alberta; or
  - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time Employees who are in the employ of the Employer on February 1st shall be granted an additional holiday as a "floater holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of December each year, it shall be paid out.
- (c) 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 Dispatch Centre at least six (6) months prior to the occurrence of the Named Holiday.

- 22.02 To qualify for a Named Holiday with pay the Employee must:

- (a) work the scheduled shift immediately prior to and immediately following each holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer;

- 22.03 (b) work on the Named Holiday when scheduled or required to do so.
- 22.03 (a) 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 1/2X) his 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, to be booked within thirty (30) calendar days of each named holiday's accrual; or
  - (iii) by mutual agreement, a day added to his next annual vacation; or
  - (iv) failing mutual agreement of (a), (b), or (c) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.
- (b) An employee obliged, in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay plus:
- (i) one (1) days' pay; or
  - (ii) an alternate day off at a mutually agreed time between the employer and the employee; or
  - (iii) by mutual agreement, a day added to her next annual vacation; and
  - (iv) compensating time off, at her basic rate of pay, for all hours worked in excess of twelve hours.
- 22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive:
- (a) at the written request of the Employee, payment of one (1) day's pay; or
  - (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday's accrual; or
  - (c) by mutual agreement, a day added to his next annual vacation; or
  - (d) failing mutual agreement of (a), (b), or (c) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.

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

- (a) at the written request of the Employee, payment of one (1) day's pay; or
- (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday's accrual; or
- (c) by mutual agreement, a day added to his annual vacation; or
- (d) failing mutual agreement of (a), (b), or (c) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.

22.06 (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.

22.07 A Named Holiday for the purpose of this Agreement is defined as being of twelve (12) hours' duration.

22.08 **Named Holidays – Temporary, Part-Time and Casual Employees**

(a) Temporary, part-time 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	

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

- (i) the Municipality in which East Central 911 Call Answer Society is located;
- (ii) the Province of Alberta; or

(iii) the Government of Canada

shall be paid at one and one half times (1 1/2X) his basic rate of pay for the first twelve (12) hours worked, and two times (2X) his basic rate of pay for all hours worked in excess of twelve (12) hours.

- (b) Temporary and part-time Employee to whom these provisions apply shall be paid, in addition to his basic rate of pay, four decimal six percent (4.6%) of his basic hourly rate of pay in lieu of the Named Holidays and the Floater Holiday.
- (c) A casual Employee to whom these provisions apply, who meets all of the eligibility requirements of the Employment Standards Code and has worked 5 of the 9 preceding same week days as the named holiday, shall be compensated with 1 day's pay at their regular rate of pay.

### **ARTICLE 23 - SICK LEAVE**

- 23.01 (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.
- 23.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment up to a maximum credit of nine hundred and sixty (960) hours.
- 23.03 An Employee granted sick leave shall be paid for the period of such leave at his basic rate of pay, and the number of days thus paid shall be deducted from his accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 23.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the employee must pay a fee for such proof, the fee shall be reimbursed by the Employer up to a forty-five (45) dollar maximum per note.
- 23.05 When an Employee has accrued the maximum sick leave credit of nine hundred and sixty (960) hours, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.

- 23.06 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.
- 23.07 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.
- 23.08 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences his vacation; in this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during his vacation period as stated in Article 23.08(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 23.08(a), should an Employee demonstrate to the satisfaction of the Employer that he was admitted to hospital as an "in patient" during the course of his vacation, he shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided he notifies his Employer upon return from vacation and provides satisfactory proof of his hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- 23.09 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer, such absence shall be neither charged against his accumulated sick leave, nor shall he suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against his accumulated sick leave. Employees may be required to submit satisfactory proof of appointments. Where the employee must pay a fee for such proof, the full fee shall be reimbursed by the employer up to a forty-five (45) dollar maximum per note.

23.10 An Employee may request in writing once a year the status of his sick leave entitlement.

23.11 **Sick Leave - Part-Time and Temporary Employees**

Amend Article 23.02 to read:

“Part-time and Temporary Employees shall be allowed a credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment, pro-rated to the regularly scheduled hours he works each month, up to a maximum credit of nine hundred and sixty (960) hours.”

**ARTICLE 24 - WORKERS' COMPENSATION**

- 24.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the Employee assigns over to the Employer, on proper forms, the monies due to him from the Workers' Compensation Board (WCB) for time lost due to an accident; 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 *Workers' Compensation Act*; and
  - (iii) the Employee keeps the Employer informed regarding the status of his 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 under payments provided in Article 27 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 24.01(b) 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 (1st) month of such absence.

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

- (a) capable of performing the duties of his 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 him immediately prior to the disability with benefits that accrued to him prior to the disability;
- (b) incapable of performing the duties of his former position, shall be entitled to benefits he is eligible for under Sick Leave or Short Term Disability or Long-Term Disability, in accordance with Article 23 or Article 25.

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

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

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

- (a) Alberta Health Care Insurance Plan, or equivalent;
- (b) East Central 911 Call Answer Society Benefits Plan or equivalent providing for:
  - (i) Basic Group Life Insurance [two times (2X)] basic annual earnings rounded up to the next highest one thousand dollars (\$1,000.00) if not already an even one thousand dollars (\$1,000.00). Coverage amount will be adjusted as Employee's salary changes. The minimum coverage is ten thousand dollars (\$10,000.00), and the maximum is two hundred and fifty thousand dollars (\$250,000.00).
  - (ii) Accidental Death & Dismemberment Insurance - The principal amount of insurance will match the Basic Group Life Coverage

amount. Schedule of losses is provided in the Benefits Plan description.

- (iii) Dependent Life - Spouse ten thousand dollars (\$10,000.00); Dependent Children five thousand dollars (\$5,000.00).
- (iv) Long Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%)] of pre-disability monthly earnings to the established maximum (four thousand five hundred dollars (\$4500) monthly) following a one hundred and twenty (120) working day elimination period. The own occupation period is two (2) years and the benefit is taxable. Benefit period is to age sixty-five (65), recovery or death, whichever occurs first.
- (v) Dental Plan which provides eighty percent (80%) reimbursement of basic and diagnostic dental expenses.
- (vi) Extended Health Care benefits providing coverage for eligible drug charges at one hundred percent (100%) reimbursement. All other reasonable and customary health-related eligible expenses are payable at 100% reimbursement.

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

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

25.04 During the first twenty-four (24) months an Employee is on Long-Term Disability (LTD), he may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an Employee shall be terminated when he has been on LTD for twenty-four (24) months.

25.05 An Employee shall cease to earn sick leave credits and vacation credits while on LTD.

25.06 No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to benefit plans providing benefits in excess of those set out herein, shall have his benefits reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.

- 25.07 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.
- 25.08 (a) Such coverage shall be provided to:
- (i) a regular full-time Employee; and
  - (ii) a regular part-time Employee whose hours of work are equal to or greater than twenty-five (25) hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (iii) a temporary Employee who is hired to work for a position of six (6) months' duration or longer and whose hours of work are equal to or greater than twenty-five (25) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular and temporary part-time Employees whose hours of work average less than twenty-five (25) hours per week over one (1) complete cycle of the shift schedule, temporary Employees hired for a position of less than six (6) months duration, and casual Employees are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.
- 25.09 (a) The Employer will provide one (1) copy of each of the plans to the Union.
- (b) The Employer, as applicable, shall advise the Union of all premium rate changes pursuant to Article 25.01(b).

## **ARTICLE 26 - PENSION PLAN**

- 26.01 The Employer shall contribute to a Registered Retirement Savings Plan (RRSP), Pension Plan, or an alternate plan agreed to by the Union. Contributions to the plan will be shared by the Employer and Employee at a rate of seven percent (7%) each of the Employee's annual salary to provide benefits for participating full-time Employees provided they are scheduled to work at least twenty-five (25) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided to each eligible Employee.

## **ARTICLE 27 - OVER/UNDER PAYMENTS**

- 27.01 In the event that an Employee is over or under compensated by error on the part of the Employer by reason of salary payment for:

- (a) vacation benefits; or
- (b) sick leave benefits; or
- (c) salary;

the Employer shall correct such compensation error not later than the second (2<sup>nd</sup>) following pay day. If an under payment is not corrected by the second (2<sup>nd</sup>) following pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 46.

In the case of an overpayment, the Employer shall notify the employee in writing, including all calculations, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. 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 28 – SENIORITY**

- 28.01 (a) For regular or temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.
  - (b) The aforementioned clause will provide for all Employees to receive a seniority date that is consistent with their commencement of employment in the bargaining unit even if it was prior to certification of 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 continuous hours worked with the Employer by two thousand one hundred and ninety (2,190).
- 28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited as provided in Article 28.01.
- 28.03 Seniority shall be the determining factor in:
- (a) preference of vacation time;
  - (b) layoffs and recalls, subject to the qualifications specified in Article 30;

- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.
- 28.04 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 his 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
- (a) if an Employee does not return to work on recall to his former classification and full-time equivalency.
- 28.05 The Employer shall provide the Union within two (2) months of the signing of this Agreement and in January and July of each year thereafter a listing of Employees in order of seniority in accordance with the provisions of Article 28.01. This listing shall be provided monthly if there are Employees on layoff.

#### **ARTICLE 29 - PROMOTIONS, TRANSFERS AND VACANCIES**

- 29.01 Where the Employer decides 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.
- 29.02 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.
- 29.03 Promotion and the filling of vacancies within the bargaining unit shall be based upon requirements as set out in the posting. Employees shall be entitled to bid for posted vacancies by means of written application submitted as directed before the deadline date and time.
- 29.04 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) Internal candidates who are unsuccessful in a competition shall be notified in writing of the reasons why they were unsuccessful upon their request.
- 29.05 Where, in the Employer's opinion, there is no bargaining unit applicant who satisfactorily meets the requirements as set out in the posting, the Employer may hire from any source.

29.06 The notice of posting referred to in Article 29.01 shall contain the following information:

- (a) duties of the position;
- (b) qualifications required;
- (c) skills;
- (d) abilities;
- (e) knowledge relevant to the work performed;
- (f) hours of work;
- (g) status of position, and expected term if a temporary position; and
- (h) salary.

29.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, he shall be reinstated in his 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 he remained in his former position.

The reinstatement or placement of an Employee in accordance with Article 29.07(a) shall not be construed as a violation of the posting provisions of Article 29.01.

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

29.08 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of up to one thousand and ninety-five (1095) hours in which to demonstrate his ability to perform the new tasks to the satisfaction of the Employer. Should such an Employee fail to succeed or request a transfer back to his former position during the aforementioned trial period, the Employer will make sincere efforts to reinstate the Employee into his former position, or, if such reinstatement is not possible shall attempt to place the Employee in another suitable position. Such reinstatement or placement

shall be without loss of seniority, and at not less than the same rate of pay to which the Employee would be entitled had he remained in his former position.

- 29.09 When, because of inability to perform the functions of a position or because of ill health, an Employee is transferred to a classification to which is assigned a lower salary scale, his rate will be adjusted immediately to the step in the lower scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 29.10 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than his current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, his salary shall be advanced to that step in the scale which is next higher than his current rate, or if such salary increase is less than the Employee's last normal annual increase, he shall be advanced to the step which is next higher again in the scale.
- 29.11 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.12 The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01 to the Union local unit Chair within seven (7) calendar days of the posting.
- 29.13 The Union Local Chair 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 30 - LAYOFF AND RECALL**

- 30.01 (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 his 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 he is on leave of absence, Workers' Compensation or absent due to illness or injury, he shall not be served with notice under sub-article (a) until he has advised the Employer of his 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.

30.02 (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.

### 30.03 **Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is capable and qualified 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 endeavour 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) Notwithstanding the provisions of Article 30.03(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid-off Employees of the specific location from which the Employee was laid off.
  - (iii) A laid-off Employee may refuse an offer of casual work without adversely affecting his recall status.

- (iv) 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 an on-call basis;
  - (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 28.04, 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.

30.04 No new regular or temporary Employees will be hired while there are other Employees within the local unit on layoff as long as laid-off Employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the Employee shall accrue sick leave and earned vacation for the first (1st) 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.

30.06 In the case of layoff in excess of one (1) month's duration, the Employer shall inform the Employee that he may make arrangements, subject to the applicable Pension Board's approval, for the payment of his contributions to the applicable pension plan, and that he may make prior arrangement for the payment of the full premiums for applicable Employee benefit plans contained in Article 25 subject to the Insurer's requirements.

### **ARTICLE 31: SEVERANCE**

31.01 (a) 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.

31.02 (a) A Regular Full-time Employee, a Part-time Employee shall be eligible for severance in accordance with the following:

- one week pay - for employment of more than three months, but less than two years
- two weeks pay - for employment of two years, but less than four years,
- four weeks pay - for employment of four years, but less than six years,
- five weeks pay - for employment of six years, but less than eight years,
- six weeks pay - for employment of eight years, but less than 10 years, and
- eight weeks pay - for employment of 10 years or more.

(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 the purposes of severance, continuous employment will be calculated from the date of hire.

31.03 A Regular Employee who has received layoff notice in accordance with Article 30.01 shall have the option to select either of:

(a) layoff with recall rights as specified in Article 30 of the Collective Agreement; or;

(b) severance as offered by the Employer in accordance with this Letter of Understanding.

31.04 A Regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.

31.05 An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

31.06 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 18 of this Collective Agreement.

31.07 (a) Employees who select severance will not be eligible for employment with the Employer, or 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 the Employer 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.

31.08 Severance pay provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

### **ARTICLE 32: CONTRACTING OUT**

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

### **ARTICLE 33 - LEAVES OF ABSENCE**

#### **33.01 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.
- (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 his employment unless a justifiable reason can be established by the Employee.
- (c) Except as provided in Article 33.01(d), where an Employee is granted a leave of absence of more than one (1) month's duration, and that Employee is covered by any or all of the plans specified in Article 25, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (d) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, Employment Insurance (EI) Supplementary Unemployment Benefits (SUB) Plan benefits, short-term disability (STD) or long-term disability (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.

### **33.02 General Leave**

- (a) 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.
- (b) If an Employee is unable to report to work as the result of:
  - (i) illness or appointments in the immediate family requiring the Employee's personal attention; or
  - (ii) important family circumstances, not foreseeable by or beyond the control of the Employee, that can only be resolved by the Employee's personal attention; or
  - (iii) providing palliative care to a member of the immediate family who requires it;

he shall inform the Employer as soon as possible, and where possible in advance. The Employee may use banked sick leave, vacation days, banked overtime or unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) calendar days per year (non-cumulative). The Employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance and the family relationship. For the purpose of this article, immediate family shall be as per Article 33.06(a)(i).

### **33.03 Union Business**

- (a) Insofar as the regular operation of the Employer will permit, Employees may, upon not less than fourteen (14) calendar days' notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Union affairs.
- (b) A maximum of two (2) representatives of the Union shall be granted time off without pay in order to participate in Collective Bargaining with the Employer or its Bargaining Agent.
- (c) The local unit representative or his alternate shall, subject to operational requirements, be allowed time away from assigned duties without loss of

regular pay to carry out his functions as provided in this Collective Agreement. The local unit representative shall obtain permission for such leave from the Administrator.

### 33.04 **Parental Leave**

- (a) An Employee who has completed her probationary period shall, upon her 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 she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Employment Insurance (EI) Supplementary Unemployment Benefits (SUB) Plan benefits, short-term disability (STD) or long-term disability (LTD). Maternity Leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her 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 33.04(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 nine (9) months, the Employee may request further leave without pay as provided by Article 33.01.
- (c) A father-to-be who has completed his probationary period shall, upon his 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 twelve (12) months.
- (d) An Employee absent on Parental Leave shall provide the Employer with six (6) weeks' written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

(e) Adoptive Parent Leave

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) he 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) he provides the Employer with at least one (1) days' notice that such leave is to commence.

(f) Paternity Leave

Paternity leave of one (1) working day with pay shall be granted upon the written request of a male Employee to enable such Employee to attend to matters directly related to the birth of his child. In extenuating circumstances, additional paternity leave may be granted.

**33.05 Educational Leave**

All educational leave granted with pay by the Employer must demonstrate a benefit to the organization.

- (a) The parties to this Collective Agreement recognize the value of continuing education for each Employee and recognize that continuing education 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) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education programs.
- (c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
  - (i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
  - (ii) For hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at his basic rate of pay to a maximum of twelve (12) hours per day.

- (iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) 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.
- (e) An Employee absent on approved education leave shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave or be provided with alternate work of a comparable nature.

### 33.06 **Bereavement Leave**

- (a) Bereavement leave with pay of:
  - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, fiancé. Step-parent, step-children, step-brother and step-sister, grandparent, and grandchild shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death;
  - (ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the Employee's family (i.e., mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian).
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred (300) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.

- (c) Notwithstanding the provisions of Article 33.06 (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 he would have been eligible to receive had the bereavement leave been taken in one undivided period.
- (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.
- (e) Bereavement Leave - Part-Time Employees

In calculating paid bereavement leave entitlement for part-time Employees, the provisions of Article 33.06 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

### 33.07 **Professional Development Leave**

- (a) Upon written application to the Employer, a regular Employee may request a leave of absence without pay for reasons of professional development which the Employer views as beneficial to the organization. A regular Employee shall be eligible for consideration of professional development leave after completing three (3) years of continuous full-time service, or equivalent hours based on two thousand one hundred and ninety (2,190) hours per year exclusive of overtime hours worked. Such leave shall not exceed twelve (12) consecutive calendar months in an unbroken manner.
- (b) Where a regular Employee has received a professional development leave, such a regular Employee will not be eligible for another professional development leave until he has completed three (3) consecutive years of full-time employment from the date he returned from the previous professional development leave.
- (c) During such professional leave the Employee shall be accountable for both Employer and Employee portions of all benefits should the Employee choose to continue his benefits. Sick time and vacation shall not be accrued during the approved professional leave of absence.
- (d) An Employee absent on approved professional development leave shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave or be provided with alternate work of a comparable nature.

### 33.08 **Personal Development Leave**

- (a) Upon written application to the Employer, a regular Employee considering a career change may request a leave of absence without pay for reasons of personal development. A regular Employee shall be eligible for consideration of personal development leave after completing five (5) years of continuous full-time service, or equivalent hours based on two thousand one hundred and ninety (2,190) hours per year exclusive of overtime hours worked. Such leave shall not exceed twelve (12) consecutive calendar months in an unbroken manner.
- (b) At least fourteen (14) days prior to the Employee's return from the personal development leave, the Employee shall meet with the Employer to discuss whether the Employee wishes to change careers or remain with the Employer. Pending the Employee's decision to remain with the Employer, the Employee shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave or be provided with alternate work of a comparable nature.
- (c) Where a regular Employee has received a personal development leave, such a regular Employee will not be eligible for another personal development leave.
- (d) During the personal development leave the Employee shall not accrue seniority, sick time or vacation.

### **ARTICLE 34 – INSERVICE PROGRAMS & RE-CERTIFICATION OF EMERGENCY FIRE DISPATCH (EFD)**

- 34.01 (a) The Employer agrees to pay for the certification and re-certification of EFD for all employees annually, as required.
- (b) Cardio-Pulmonary Resuscitation (CPR) certification and re-certification shall be made available at no charge to employees who must maintain current CPR certification as a condition of employment.
- (c) Compensation for time will be in accordance with article 33.05(c).

### **ARTICLE 35 - COURT APPEARANCE**

- 35.01 (a) An Employee required by law to appear in court as a witness, as a direct result of his regular duties, or as a juror or for juror selection shall not receive any loss in earnings from the Employer. The Employee shall sign over to the Employer, on the proper forms, any and all monies paid to him from the courts for witness duty.

- (b) It is agreed that when an Employee is subpoenaed as a witness as a direct result of his regular duties, is called for jury selection, or becomes a juror, he shall not suffer any loss of pay while so serving when the witness duty coincides with a regularly scheduled on-duty shift. Should an Employee be required to serve as a witness in any case arising as a result of his regular duties on his scheduled day(s) off, he shall be paid in accordance with the provisions of Article 12.01.
- 35.02 (a) In the event that an Employee is scheduled to work on a night shift before or after a day that he is called as a witness in matters arising as a direct result of his regular duties with the Employer, or as a juror, he shall be granted a leave of absence without pay for a period of six (6) hours on the night shift immediately prior to, or immediately after, each court appearance day. Should the Employee's required court time each day exceed the six (6) hours' leave of absence provided, the difference shall be paid to the Employee according to other provisions of the Collective Agreement.
- (b) No Employee shall suffer a loss in regular earnings for a court appearance, regardless of the amount of time required to be in court.
- 35.03 Where an Employee is required by law to appear before a court of law for reasons other than those stated above, he shall be granted a leave of absence without pay.

#### **ARTICLE 36 - EVALUATION AND PERSONNEL FILES**

- 36.01 (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.
- 36.02 All such evaluations shall be in writing.
- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The Employee may review his personnel file prior to the interview upon his written request.
- (b) The Employee shall be given a copy of his 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 he is aware of the evaluation. He shall have the right to respond in writing within seven (7)

calendar days of receipt of the evaluation document, and his reply shall be placed in his file.

- (c) If an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated according to the provisions of Article 12.

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

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

36.06 It shall be the responsibility of the Employee to advise the employer of change of name, marital status or place of residence.

#### **ARTICLE 37 - DISCIPLINE AND DISMISSAL**

37.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.

37.02 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee with a fax or e-mail copy, where possible, to the Union office within two (2) working days, and a copy of the original letter to the Union office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

37.03 Unsatisfactory conduct 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 with a fax or e-mail copy, to the Union office within two (2) working days. 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 conduct 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 conduct so warrant.

37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.

- 37.05 An Employee who has 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.
- 37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 37.07 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 his record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.
- 37.08 An Employee who is dismissed shall receive his termination entitlements at the time he leaves.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.
- 37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours' advance notice to an Employee required to meet with the Employer for the purposes of issuing discipline. The Employer will advise the Employee that he may be accompanied by a representative of the Union at such meeting.

#### **ARTICLE 38 - RESIGNATION/TERMINATION**

- 38.01 An Employee shall provide the Employer with a minimum of fourteen (14) calendar days' notice of his desire to terminate his employment.
- 38.02 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 he is entitled on the day on which he terminates his employment.
- 38.03 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notification is not given, the Employee will be paid in accordance with the *Employment Standards Code*.
- 38.04 An Employee shall be deemed to have terminated his employment when:
- (a) he is absent from work without good and proper reason and/or the approval of the Employer; or
  - (b) he does not return from leave of absence or vacation as scheduled; or

- (c) he does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

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

### **ARTICLE 39 - JOB DESCRIPTIONS**

39.01 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 40 - JOB CLASSIFICATIONS**

#### **40.01 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 3/4 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.

### **ARTICLE 41 - REGULAR MEETINGS**

41.01 The Union supports the continuation of the Employer's current practice of regular meetings between Employees and management to promote open communication and harmonious relations.

41.02 Attendance at monthly staff meetings, while encouraged, is voluntary but will not result in the loss of regular wages.

#### 41.03 **Employee-Management Advisory Committee**

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

### **ARTICLE 42 - OCCUPATIONAL HEALTH AND SAFETY**

- 42.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 42.02 The Dispatch Service shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other Employee groups. This Committee shall meet at least once per quarter.
- 42.03 The basic rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.
- 42.04 The Committee shall consider such matters as occupational health and safety.
- 42.05 Where an Employee is assigned to work alone, the Employer shall have a policy and procedure to support a work alone safety policy.
- 42.06 The 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. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the East Central 911 Call Answer Society ("The Society"). The Society will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.
- 42.07 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to his work, it shall be provided at no cost.
- 42.08 The Employer shall pay for the medical fee on behalf of all Employees when such medical examination is requested by the Employer. Such examinations shall be arranged through the Administrator, and shall be on the form presented by the Employer.

### **ARTICLE 43 – NOT ALLOCATED**

## **ARTICLE 44 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual Employees, except that casual Employees shall not be entitled to benefits provided for in:

Article 9 Probationary Period  
Article 28 Seniority  
Article 30 Layoff and Recalls  
Article 33 Leaves of Absence  
Article 23 Sick Leave  
Article 38 Resignation/Termination  
Article 25 Employee Benefit Plans  
Article 26 Pension Plan

Notwithstanding the above, grievances respecting discipline or dismissal of casual Employees shall not be remitted to arbitration.

- 44.02 (a) A temporary full-time or temporary part-time Employee shall be covered by the terms and conditions of this Collective Agreement applicable to full-time or part-time Employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A temporary Employee shall not have the right to grieve the termination of his employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.07(b).
- 44.03 An employee required by the Employer to work an additional shift without having agreed to do so, will receive two time (2X) basic rate of pay. The premium payment will cease and the employee's basic rate of pay will apply at the start of the next scheduled shift.

## **ARTICLE 45 – NOT ALLOCATED**

## **ARTICLE 46 - GRIEVANCE PROCEDURE**

### **46.01 Definition of Time Periods**

- (a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

#### 46.02 **Resolution of a Difference between an Employee and the Employer**

##### (a) Formal Discussion

- (i) If a difference arises between one 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 his immediate supervisor. If it is not resolved in this manner, the Employee(s) shall seek the advice and help of an HSAA representative. If it becomes a grievance, it will be submitted in writing and delivered to the East Central 911 through HSAA.

Grievances will indicate:

- (a) the nature of the grievance;
  - (b) the clause or clauses claimed to have been violated;
  - (c) the redress sought.
- (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), shall be bypassed when the Employee has been given a letter of discipline pursuant to Article 37.
  - (iii) 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, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Administrator 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 Administrator shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance.

(c) Step 2

Within seven (7) days of receipt of the decision of the Administrator, the grievance may be advanced to Step 2 by submitting to the Chair of the Board, or his designate, 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.

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

(d) Step 3

Should a grievance not be resolved at Step 2, the Union may elect to submit the grievance to Mediation. In this case, the Union shall notify the Employer in writing within seven (7) days of receipt of the decision of the Chair of the Board or his designate that the Union wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be appointed who shall endeavour to mediate a settlement. If the parties cannot agree upon a mediator, the grievance shall be forwarded to Step 4.

If the Mediator provides written recommendations, each party shall notify the other of their acceptance or rejection of the recommendations. The cost of the Mediator shall be shared by the parties.

(e) Step 4

Should a grievance not be resolved through Mediation, if chosen, at Step 3, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer in writing within seven (7) days of receipt of the decision of the Chair of the Board or his designate, that the Union wishes to proceed to Arbitration, and at the same time the Union shall name its appointee to the Arbitration Board. Within seven (7) days of the Chair of the Board receiving such written notice, the Chair of the Board shall notify the Union in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

**46.03 Default**

- (a) Should the grievor or the Union fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.

- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.
- 46.04
- (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.
- 46.05
- 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.
- 46.06 **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 Administrator or with the Chair of the Board, or his 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 Chair of the Board, or his 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 Chair of the Board, or his 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 Chair of the Board, or his designate, shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(c) Step 2

Should a grievance not be resolved at Step 1, the Union may elect to submit the grievance to Mediation. In this case, the Union shall notify the Employer in writing within seven (7) days of receipt of the decision of the Chair of the Board or his designate that the Union wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be appointed who shall endeavour to mediate a settlement. If the parties cannot agree upon a Mediator the grievance shall be forwarded to Arbitration.

If the Mediator provides written recommendations, each party shall notify the other of their acceptance or rejection of the recommendations. The cost of the Mediator shall be shared by the parties.

(d) Step 3

Should a grievance not be resolved through Mediation, if chosen, at Step 3, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer in writing within seven (7) days of receipt of the decision of the Chair of the Board or his designate that the Union wishes to proceed to Arbitration, and at the same time the Union shall name its appointee to the Arbitration Board. Within seven (7) days of the Chair of the Board receiving such written notice, the Chair of the Board shall notify the Union in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

## **ARTICLE 47 – ARBITRATION**

- 47.01 The party requesting Arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within seven (7) calendar days of receipt of such written notice, the party so notified will notify the other party of his appointee to the Arbitration Board. The two appointees shall meet as soon as practical; but unless otherwise agreed between the Employer and the Union, within a period of seven (7) calendar days after the appointment of the second of them, and jointly select a Chair.
- 47.02 Where the parties have agreed to have a single Arbitrator act in the place of an Arbitration Board, the party requesting Arbitration shall notify the other party of the name of their proposed Arbitrator. Within seven (7) calendar days of receipt of such written notice, the party so notified will respond and attempt to agree upon an Arbitrator.
- 47.03 If the appointees cannot agree upon a Chair or the parties cannot agree to a single Arbitrator, or fail to do so, they shall jointly request the Minister of Human Resources and Employment to appoint a qualified person to act as Chair of the Arbitration Board, or single Arbitrator.

- 47.04 The Arbitration Board or single 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. In the event that the Arbitration Board or an 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 him seems just and reasonable in all circumstances.
- 47.05 The decision of the Arbitration Board or single Arbitrator shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expense of the Chair.
- 47.06 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chair of the Arbitration Board shall have the authority to render an award with or without the concurrence of either of the other members.
- 47.07 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

#### **ARTICLE 48 - COPIES OF COLLECTIVE AGREEMENT**

- 48.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 48.02 The Collective Agreement shall be printed in pocket size form by the Union, and the cost shall be shared equally between the parties.

**LETTER OF UNDERSTANDING #1**

**Between**

**EAST CENTRAL 911 CALL ANSWER SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

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

**RE: ADMINISTRATOR PERFORMING IN-SCOPE WORK**

In view of the fact that the Administrator directly participates in the operations of the Dispatch Service, it is understood and agreed that he or she shall not be restricted from performing, from time to time, the duties of any classification recognized as being within the scope of this Agreement in the following circumstances:

- (a) Brief periods up to thirty (30) minutes, during a day shift, of assistance when scheduled staff suddenly face unexpected call volume; or
- (b) To cover for an employee on time off for the purpose of an appointment not exceed two (2) hours, pursuant to Article 23.09; or
- (c) When there are no available employees willing or able to report to work.

ON BEHALF OF EAST CENTRAL  
CALL ANSWER 911 SOCIETY

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**Between**

**EAST CENTRAL 911 CALL ANSWER SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

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

**RE: FLEX BENEFIT**

The Employer will provide a flex benefit to all full-time, full-time temporary and casuals employees as follows:

Five hundred dollars (\$500) effective date of ratification, for 2016

Six hundred dollars (\$600) effective January 1, 2017.

Seven hundred dollars (\$700) effective January 1, 2018.

Eight hundred dollars (\$800) effective January 1, 2019.

This letter of understanding shall apply over a period of time beginning the date of ratification for this Collective Agreement and ending December 31, 2019, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF EAST CENTRAL  
CALL ANSWER 911 SOCIETY

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**EAST CENTRAL 911 CALL ANSWER SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

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

**LONG SERVICE INCREMENTS**

Upon reaching 10 years of service, members will receive a \$1,000 one-time lump sum long service bonus.

Upon reaching 15 years of service, members will receive a \$1,500 one-time lump sum long service bonus.

Upon reaching 20 years of Service, members will receive a \$2,000 one-time lump sum long service bonus.

Upon reaching 25 years of service, members will receive a \$2,500 one-time lump sum long service bonus.

ON BEHALF OF EAST CENTRAL  
CALL ANSWER 911 SOCIETY

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Health Sciences Association of Alberta  
And East Central 911 Call Answer Society**

**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>Year 10 LSI</b>
<b>EMD / EFD</b>									
January 1, 2013 (5%)	\$17.70	\$18.41	\$19.08	\$19.80	\$20.55	\$21.33	\$22.14	\$22.98	\$23.93
January 1, 2014 (2%)	\$18.05	\$18.78	\$19.46	\$20.20	\$20.96	\$21.76	\$22.58	\$23.44	\$24.41
January 1, 2015 (2%)	\$18.41	\$19.16	\$19.85	\$20.60	\$21.38	\$22.20	\$23.03	\$23.91	\$24.90
January 1, 2016 (2%)	\$18.78	\$19.54	\$20.25	\$21.01	\$21.81	\$22.64	\$23.49	\$24.39	\$25.40
<b>Senior EMD / EFD</b>									
January 1, 2013 (5%)	\$22.98	\$23.46	\$23.92	\$24.39	\$24.86	\$25.34	\$25.81	\$26.28	\$27.23
January 1, 2014 (2%)	\$23.44	\$23.93	\$24.40	\$24.88	\$25.36	\$25.85	\$26.33	\$26.81	\$27.77
January 1, 2015 (2%)	\$23.91	\$24.41	\$24.89	\$25.38	\$25.87	\$26.37	\$26.86	\$27.35	\$28.33
January 1, 2016 (2%)	\$24.39	\$24.90	\$25.39	\$25.89	\$26.39	\$26.90	\$27.40	\$27.90	\$28.90
<b>Notes: The senior EMD / EFD classification no longer exists.</b>									
<b>EFD</b>					<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Year 10 LSI</b>
December 12, 2016 ratification					\$21.81	\$22.64	\$23.49	\$24.39	\$25.40
January 1, 2017 (2%)					\$22.25	\$23.09	\$23.96	\$24.88	\$25.91
January 1, 2018 (2%)					\$22.70	\$23.55	\$24.44	\$25.38	\$26.43
January 1, 2019 (2%)					\$23.15	\$24.02	\$24.93	\$25.89	\$26.96
<b>Please note that the calculations results are rounded to two decimal places.</b>									

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF THE EAST CENTRAL  
911 CALL ANSWER SOCIETY

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

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\_\_\_\_\_

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_