

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

EAST CENTRAL AMBULANCE ASSOCIATION

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(ALL AMBULANCE ATTENDANTS)**

FOR THE PERIOD

JULY 31, 2015 TO JULY 31, 2018

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: TERM OF COLLECTIVE AGREEMENT	1
ARTICLE 2: DEFINITIONS	2
ARTICLE 3: RECOGNITION.....	3
ARTICLE 4: MEMBERSHIP AND DUES	4
ARTICLE 5: MANAGEMENT RIGHTS.....	5
ARTICLE 6: NO DISCRIMINATION.....	5
ARTICLE 7: NO STRIKE OR LOCKOUT	5
ARTICLE 8: PROBATIONARY PERIOD.....	6
ARTICLE 9: HOURS OF WORK.....	6
ARTICLE 10: OVERTIME	8
ARTICLE 11: PROMOTIONS, TRANSFERS AND VACANCIES	9
ARTICLE 12: RESPONSIBILITY PAY	10
ARTICLE 13: SENIORITY	10
ARTICLE 14: ANNUAL VACATION	11
ARTICLE 15: NAMED HOLIDAYS.....	13
ARTICLE 16: SICK LEAVE	13
ARTICLE 17: WORKERS' COMPENSATION.....	15
ARTICLE 18: EMPLOYEE BENEFIT PLANS.....	15
ARTICLE 19: LEAVES OF ABSENCE	15
ARTICLE 20: BULLETIN BOARD SPACE	17
ARTICLE 21: PERSONNEL FILES AND EVALUATIONS.....	18
ARTICLE 22: DISCIPLINE AND DISMISSAL.....	19
ARTICLE 23: RESIGNATION/TERMINATION.....	20
ARTICLE 24: JOB DESCRIPTIONS	20
ARTICLE 25: LAYOFF AND RECALL.....	21
ARTICLE 26: SALARIES	22
ARTICLE 27: COURT APPEARANCE.....	23
ARTICLE 28: UNIFORM AND CLOTHING	23
ARTICLE 29: OCCUPATIONAL HEALTH AND SAFETY.....	24
ARTICLE 30: DUTY-INCURRED EXPENSES	25
ARTICLE 31: GRIEVANCE AND ARBITRATION.....	25
ARTICLE 32: JOB CLASSIFICATIONS	29
ARTICLE 33: MEDICAL EXAMINATION, VACCINATIONS AND ACP DUES.....	30
ARTICLE 34: CASUAL EMPLOYEES.....	30

ARTICLE 35: COPIES OF COLLECTIVE AGREEMENT	32
ARTICLE 36: CRITICAL INCIDENT STRESS MANAGEMENT	32
LETTER OF UNDERSTANDING #1	33
RE: REGULATORY PRACTICE REVIEW PROCEDURE	33
LETTER OF UNDERSTANDING #2	35
RE: EMPLOYEE - MANAGEMENT ADVISORY COMMITTEE.....	35
LETTER OF UNDERSTANDING #3	36
RE: FLEXIBLE SPENDING ACCOUNT	36
LETTER OF UNDERSTANDING #4	38
RE: MOBILITY.....	38
SALARIES APPENDIX	39
MATERNITY/PARENTAL LEAVE APPENDIX	40

ALPHABETICAL INDEX

ANNUAL VACATION	
ARTICLE 14:.....	16
BULLETIN BOARD SPACE	
ARTICLE 20:.....	23
CASUAL EMPLOYEES	
ARTICLE 34.....	35
COURT APPEARANCE	
ARTICLE 27:.....	28
CRITICAL INCIDENT STRESS MANAGEMENT	
ARTICLE 36.....	37
DUTY-INCURRED EXPENSES	
ARTICLE 30:.....	30
EMPLOYEE BENEFIT PLANS	
ARTICLE 18:.....	20
GRIEVANCE AND ARBITRATION	
ARTICLE 31:.....	30
JOB CLASSIFICATIONS	
ARTICLE 32.....	34
JOB DESCRIPTIONS	
ARTICLE 24:.....	26
LAYOFF AND RECALL	
ARTICLE 25:.....	26
LEAVES OF ABSENCE	
ARTICLE 19.....	21
MANAGEMENT RIGHTS	
ARTICLE 5.....	10
MEDICAL EXAMINATION, VACCINATIONS AND ACP DUES	
ARTICLE 33:.....	35
MEMBERSHIP AND DUES	
ARTICLE 4.....	9
NAMED HOLIDAYS	
ARTICLE 15.....	18
NO DISCRIMINATION	
ARTICLE 6:.....	10
NO STRIKE OR LOCKOUT	
ARTICLE 7.....	10
OCCUPATIONAL HEALTH AND SAFETY	
ARTICLE 29:.....	29
OVERTIME	
ARTICLE 10:.....	13
PROBATIONARY PERIOD	
ARTICLE 8:.....	11
PROMOTIONS	
ARTICLE 11:.....	14

RECOGNITION
ARTICLE 3..... 8

RESIGNATION/TERMINATION
ARTICLE 23:..... 25

RESPONSIBILITY PAY
ARTICLE 12:..... 15

SALARIES
ARTICLE 26:..... 27

SENIORITY
ARTICLE 13..... 15

SICK LEAVE
ARTICLE 16..... 19

UNIFORM AND CLOTHING
ARTICLE 28..... 28

WORKERS' COMPENSATION
ARTICLE 17..... 20

THIS COLLECTIVE AGREEMENT MADE THIS 15th DAY OF JUNE, A.D. 2017,

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

of the First Part

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

of the Second Part

PREAMBLE

WHEREAS the parties are mutually desirous of establishing terms and conditions of employment, an orderly method of resolving differences, and harmonious relations between the Employer and the **Union**,

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 **August 1st, 2015** until and including **July 31st, 2018** and from year to year thereafter unless written notice in writing is given by either party to the other not less than sixty (60) calendar days and not 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 remain in full force and effect until a new Collective Agreement has been executed.
- 1.03 ECAA and HSAA may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.
- 1.04 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules less any decrease in on-call pay that they would have received but for the termination of employment, upon the submission of a written application to ECAA within 90 calendar days of the ratification of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “HSAA” shall mean the Health Sciences Association of Alberta.
- 2.02 “ECAA” shall mean East Central Ambulance Association.
- 2.03 “Employee” shall mean a person who performs, on a regular basis, the job functions pertaining to any classification covered herein.
- 2.04 “Regular employee” is one who works on a full-time basis on regularly scheduled shifts of a continuing nature. “Full-time employee” is a regular employee who works the full specified hours in the Hours of Work Article (Article 9) of this Collective Agreement.
- 2.05 “Temporary employee” is one who is hired on a temporary basis for a full-time position:
- (a) for a specific job of more than three (3) months and less than six (6) months; or
 - (b) to replace a full-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (c) to replace a full-time who is on leave due to illness or injury where the employee on leave has indicated to ECAA that the duration of such leave will be in excess of three (3) months.
- 2.06 “Casual employees” are those who work on a call-in or on a call-back basis and who do not work a regular and recurring schedule or employees who are hired for a term of less than three (3) months.
- 2.07 “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.
- 2.08 Where, in any provision of this Collective Agreement, a reference is made to the masculine gender, it shall also be read as a reference to the feminine gender, and a word used in the singular applies also in the plural and vice-versa, where the context so requires.
- 2.09 A “month” for purpose of this Collective Agreement has been defined as the period of time between the date in one (1) month and the preceding date in the following month.
- 2.10 “Day” is defined as commencing at zero zero zero one (0001) hours of one day to zero zero zero zero (0000) hours the following day.
- 2.11 “ACP” is defined as the Alberta College of Paramedics.

- 2.12 “Seniority” is the length of employment and accrues from the date of the current period of continuous employment as noted in Article 13.
- 2.13 “Anniversary Date” shall be the date employment commences with ECAA as a regular full-time or temporary employee.
- 2.14 “Code” means the Labour Relations Code as amended from time to time.
- 2.15 “Shift” means a twenty-four (24) hour daily tour of duty as defined in Article 9.
- 2.16 “Gross Earnings” shall mean all monies earned by an employee under the terms of this Collective Agreement.
- 2.17 “Board” shall mean the East Central Ambulance Association Board.
- 2.18 “Labour Relations Officer” shall mean any duly credited officer of HSAA that is designated with the legal responsibility to sign agreements with ECAA.
- 2.19 “Union” means Health Sciences Association of Alberta**

ARTICLE 3: RECOGNITION

- 3.01 The ECAA recognizes the HSAA as the exclusive bargaining agent for all employees employed in the unit as defined by certificate number 131-2007 issued by the Labour Relations Board as “All Ambulance Attendants” and any amendments thereto.
- 3.02 This Collective Agreement shall not apply to persons under wage subsidy employment programs that are designed as employment training programs or job creation programs to complement the existing work force.
- 3.03 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.04 Except as 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 Operations Manager of ECAA or designate and a designate of the HSAA with a copy to the Chair of the Local Unit.
- 3.05 An employee shall not engage in HSAA business during his working hours without prior approval of ECAA.
- 3.06 Any duly accredited officer of HSAA may be permitted on ECAA’s premises for the purpose of transacting HSAA business providing prior permission to do so has been granted by ECAA.

- 3.07 The name of the HSAA representatives shall be supplied in writing to ECAA before they are recognized as HSAA representatives.
- 3.08 The ECAA shall schedule an orientation with the HSAA for new employees. A representative of the HSAA shall have the right to make a presentation of up to forty-five (45) minutes with respect to the structure of the HSAA, as well as the rights, responsibilities and benefits under the Collective Agreement. The ECAA shall provide the HSAA with a list of all new employees and notify the Site Representative one (1) week in advance of the orientation where practicable.
- 3.09 The Employer will provide to the **Union**, upon request, all policies and procedures affecting employees which are related to employment matters.

ARTICLE 4: MEMBERSHIP AND DUES

- 4.01 Membership in the HSAA is voluntary.
- 4.02 Notwithstanding the provisions of Article 4.01, ECAA will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the HSAA, provided the deduction formula is compatible with the accounting system of ECAA.
- 4.03 Deductions shall be forwarded to HSAA, 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 of the employees, **and classification** from whom deductions have been taken and the amounts of the deductions. Once per year ECAA will provide a list with the hire date, classification and increment level of all employees. All hires and/or termination/resignations will be provided to HSAA as they occur. Where accounting adjustment is necessary to correct an over or under payment of dues, it shall be made in the succeeding month.
- 4.04 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 4.05 The HSAA shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, or notice of a Special Assessment deduction.
- 4.06 ECAA will record the amount of HSAA dues deducted on the T-4 forms issued to an employee for income tax purposes.
- 4.07 For the purposes of this article, "gross earnings" shall mean all monies paid by the ECAA and earned by an employee under the terms of this Collective Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 The ECAA reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the HSAA acknowledges that it shall be the exclusive right of the ECAA 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 work force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, age, physical disability, mental disability, **family status** (subject to the bona fide occupational requirements exceptions allowed by the Human Rights, Citizenship and Multiculturalism Act), nor by reason of membership, non-membership or lawful activity in HSAA, nor in respect of an employee or ECAA exercising any right conferred under this Collective Agreement or any applicable law of Canada or Alberta.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 HSAA agrees that during the life of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, slowdown, stoppage of work, picketing of ECAA's premises, or refusal to perform work, and no employee shall be involved in such action.
- 7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of an ECAA premises, or refusal to perform work, during the life of this Collective Agreement, the HSAA shall instruct him to return to work immediately and

perform his duties faithfully and resort to the grievance procedure established herein for the settlement of a difference or grievance. If the employee does not return and comply immediately with such direction, he shall be deemed to have terminated his employment.

7.03 ECAA agrees that during the life of this Collective Agreement it will not sanction or authorize any lockout.

ARTICLE 8: PROBATIONARY PERIOD

8.01 A newly-hired employee shall serve a probationary period of six (6) months. If, in the opinion of ECAA, an employee serving a probationary period is found to be unsatisfactory he may be terminated at anytime without notice and without recourse to the grievance or arbitration procedure, unless the ECAA's termination decision is in bad faith or contrary to Article 6.01 on discrimination. **Hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since he worked for the Employer.**

8.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited retroactive to the date on which the employee last entered the service of ECAA.

8.03 ECAA shall provide a written evaluation to each probationary employee prior to the completion of his probationary period. If a probationary employee is terminated, notice in writing shall be given to the employee and HSAA.

8.04 If, in the opinion of ECAA, the employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by HSAA and ECAA. During the extended period, the employee shall normally be given monthly feedback regarding his performance; however, if in the opinion of ECAA, the employee is found to be unsatisfactory, he may be terminated at anytime during the probationary period without recourse to the grievance or arbitration procedure.

ARTICLE 9: HOURS OF WORK

9.01 A shift consists of a twenty-four (24) hour period during which an employee is assigned to work or required to be available for call back to work.

9.02 Regular Work Schedules will consist of four (4) days on and Four (4) fays off.

(a) Consort work schedule will consist of seven (7) days on and seven (7) days off.

- 9.03 Active duty shall mean completion of the time from receipt of call to return to ambulance station, clean and restock. No more than one (1) hour following return to the ambulance station will be Active Duty. **A request for additional time will not be unreasonable denied.**
- 9.04 Annual hours of work for full-time employees will be one thousand eight hundred and twenty five (1825) hours as per Article 9.05.
- 9.05 Employees scheduled for a shift will serve a tour of duty consisting of ten (10) hours which may or may not be served at the ambulance station performing duties assigned by ECAA at the discretion of ECAA. A normal tour of duty will be zero seven hundred (0700) hours to seventeen hundred (1700) hours. Employees will be paid their hourly rate in the Salaries Appendix for this tour of duty.
- 9.06 Subsequent to the ten (10) hour tour of duty, employees will also be required to be on-call for the remainder of the twenty-four (24) hour period (fourteen (14) hours) at an on-call rate of three dollars and thirty cents (\$3.30) per hour. While serving this on-call period, employees that are called out to active duty will receive their hourly rate in the Salaries Appendix, and the on-call rate will cease and resume upon completion of active duty for the remainder of that shift unless they are called back. Employees will only receive the Overtime rate as per Article 10 (Overtime) for active duty hours in excess of their ten (10) hours of tour of duty during the twenty-four (24) hour shift.
- 9.07 **The Employer shall endeavor to ensure that employees do not work more than sixteen (16) hours in a twenty-four (24) period. An employee who is required to work more than sixteen (16) hours in a twenty-four (24) period shall be entitled to eight (8) consecutive hours of rest prior to commencing his next scheduled shift without loss of regular earnings.**
- 9.08 Employees assigned to a shift must remain in fit condition to return to work at any time during that shift.
- 9.09 Employees may exchange shifts and/or days off, providing that such employees are qualified to do each others' duties; and
- (a) employees submit the request, giving reasonable notice; and
 - (b) ECAA approves the exchange; and
 - (c) operational efficiency is not disrupted; and
 - (d) there is no increased cost to ECAA, including overtime.
- 9.10 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 one (1) hour with additional payment due. 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.

9.11 Changes to Shift Schedules

ECAA may implement new or revised regular shift schedules provided it gives HSAA sixty (60) days' notice of its intention to do so, along with a description of the terms and conditions under which the new regular work schedule will operate.

9.12 Weekend Premiums

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid for all hours actually worked which fall within the sixty-two (62) hour period commencing at fifteen hundred (1500)-hours on a Friday to zero seven hundred (0700) on Monday.

Weekend premiums shall not be considered part of the basic hourly rate of pay.

ARTICLE 10: OVERTIME

10.01 Overtime is all time authorized by ECAA and worked by an employee:

- (a) for active duty hours worked in excess of ten (10) hours tour of duty as per Article 9.05 during the twenty-four (24) hour shift; or
- (b) for regular employees who work on scheduled days of rest, with less than seven (7) calendar days' advance notice.

10.02 The overtime rate shall be one and one-half times (1 ½x) the normal rate applicable to the hours worked. As an example and for clarity: If hours are worked to which the Salary Appendix rate would normally apply, the overtime rate will be one and one-half times (1 ½x) the Salary Appendix rate; if hours are worked to which the On-Call rate would normally apply, the overtime rate will be one and one-half (1 ½ x) times the On-Call rate. For further clarity, it is understood and agreed that if an employee is on call and receiving the overtime On-Call rate, the overtime rate will switch to the Salary Appendix overtime rate when a call is received and active duty is performed, then back to the On-Call overtime rate when active duty is completed.

10.03 Subject to mutual agreement between ECAA and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and ECAA is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of ECAA as of the last day of December shall be paid out.

ARTICLE 11: PROMOTIONS, TRANSFERS AND VACANCIES

- 11.01 (a) Where ECAA proposes to fill a vacancy for a regular or temporary position, ECAA shall post within the Department notices of the opportunity for not less than eight (8) calendar days.
- (b) **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 be the deciding factor.**
- (c) ECAA may consider internal and external applicants.
- (d) The notice of posting referred to in clause 11.01 (a) shall contain the following information:
- Duties of the position;
- (i) qualifications required;
- (ii) hours of work;
- (iii) status of position (regular or temporary), and expected term if a temporary position;
- (iv) salary;
- (v) **and station location (for information purpose only).**
- (d) ECAA shall forward to HSAA copies of the postings of vacancies of all positions within the bargaining unit as outlined in Article 11.01 (a) within three (3) calendar days of the posting.
- (e) The name of the successful applicant shall be given to HSAA in writing within three (3) calendar days of the appointment.
- 11.02 All applications for transfer or promotion shall be made in writing to ECAA.
- 11.03 Successful applicants for transfer or promotion shall be informed in writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 11.04 In filling vacancies, making promotions, transfers, or non-disciplinary demotions, the determining factors shall be qualifications, skill, training, knowledge, efficiency, and other relevant attributes, and where these factors are considered by ECAA to be relatively equal, seniority shall be the deciding factor. Such decisions by the ECAA shall be made in good faith and without discrimination as defined in Article 6.01.
- 11.05 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of three (3) months in which to

demonstrate the ability to perform the new task to the satisfaction of ECAA. Should such employee fail to succeed **or request to return to former position** during the above-mentioned trial period, ECAA will make a sincere effort to reinstate the employee in his former position without loss of seniority, or if such reinstatement is not possible, place the employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of his former position.

- 11.06 When an employee is promoted to a classification assigned a higher salary scale, the employee will be advanced to a step in that higher scale that provides for an increase of at least one (1) increment value from the employee's existing salary level. The employee's anniversary date for the purposes of their next increment shall be the date of their promotion.

ARTICLE 12: RESPONSIBILITY PAY

- 12.01 Where an employee performs supervisory duties during a shift or longer, the employee will receive in addition to his regular salary the sum of two dollars (\$2.00) per hour.

ARTICLE 13: SENIORITY

- 13.01 (a) Regular or Temporary employees hired prior to the date of certification shall have their seniority calculated according to their date of hire. Employees thereafter will have their seniority start on the date upon which they commenced employment in the bargaining unit.
- (b) For Casual employees whose status changes to regular or temporary, their seniority date once they become regular or temporary shall be established by dividing their continuous hours of work (tour and active duty) in the bargaining unit in the previous three (3) years by one thousand eight hundred and twenty five (1 825).
- (c) Someone who is subsequently determined by the Labour Relations Board to be in the bargaining unit, or has been agreed to by the parties to be in the bargaining unit, the seniority date shall be as established by the Labour Relations Board or as agreed to by the parties.
- 13.02 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 ECAA; or
- (b) when an employee is absent from work for more than three (3) days without good and proper reason or the approval of ECAA; or

- (c) when, for more than three (3) days, the employee does not return from leave of absence or vacation as scheduled; or
- (d) when the employee 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; or

13.03 A seniority list prepared by ECAA shall be posted showing each employee listed thereon, their name and date of hire. This list shall be posted on April 1st and **on September 1st** of each year. A copy of the list shall also be forwarded to HSAA.

ARTICLE 14: ANNUAL VACATION

14.01 Vacation Entitlement

During each year of continuous service in the employ of the ECAA, a regular 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. 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 twenty (120) hours; or
- (b) from the fourth (4th) to the seventh (7) years of continuous full-time employment and onward, an employee shall earn entitlement to vacation calculated on a basis of sixteen (16) working days, which is equivalent to one hundred and sixty (160) hours; or
- (c) from the eighth (8th) to the fourteenth (14th) 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 (200) hours; or
- (d) from the fifteenth (15) and subsequent years of 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 forty (240) hours.

14.02 ECAA must give employees their annual vacation in one (1) unbroken period no later than twelve (12) months after an employee becomes entitled to it.

If an employee so requests in writing, ECAA may provide the vacation in two (2) or more periods, so long as each vacation period is at least one (1) day long.

14.03 If ECAA and an employee are unable to agree on a mutually satisfactory date to start the employee's annual vacation, ECAA must give the employee at least two (2) weeks' written notice of the date on which the employee's annual vacation is to start, and the employee must take the vacation at that time. **Vacation from the previous year that is unscheduled by April 30th in any given year shall be paid out.**

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

14.05 (a) **The employer shall post a vacation by January 1st of each calendar year for vacations to be taken between May 1st and October 31st of the same calendar year.**

Where an employee submits vacation preference by March 15th of that year, the employer shall indicate approval or disapproval in writing of that vacation request by April 30th of that year.

Request for vacation that is submitted by after March 15th, shall be dealt with first come serve basis.

(b) **The employer shall post a second vacation planner July 1st of each calendar year for vacation to be taken November 1st and April 30th of the following calendar year.**

(c) **Where an employee submits a vacation preference by September 15th of that year, the employer shall indicate approval or disapproval in writing of that vacation request by October 31st of that year.**

Request for vacation that is submitted after October 31st shall be dealt with on a first come serve basis.

(d) **Employees are required to request at least eighty percent (80%) of their annual vacation entitlement, combined on the two vacation scheduled planners.**

14.06 **Unless given two (2) weeks' notice of an alteration to scheduled vacation, an employee required by the employer to work during her vacation period will receive one and one half (1 ½X) her basic rate of pay for all hours worked. This premium payment will cease and the employees' basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.**

14.07 When an employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related the cancellation of the vacation.

ARTICLE 15: NAMED HOLIDAYS

15.01 The ECAA has established and recognizes the following named holidays:

- (a) New Year's Day,
- (b) Alberta Family Day,
- (c) Good Friday,
- (d) Easter Sunday,
- (e) Victoria Day,
- (f) Canada Day,
- (g) Civic Holiday,
- (h) Labour Day,
- (i) Thanksgiving Day,
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing Day,
- (m) any other day designated, by regulation, as a general holiday by the Lieutenant Governor in Council, and
- (n) any other day designated as a named holiday under an agreement between ECAA employees, or otherwise designated as a named holiday by ECAA.

15.02 An employee who works on a named holiday shall be entitled to the Holiday rate which shall be calculated as follows:

- (a) for all hours worked on the holiday to which the Salary Appendix rate would normally apply, the Holiday rate shall be two times (2 x) the Salary Appendix rate; and
- (b) for all hours worked to which the On-Call rate would normally apply, the Holiday rate shall be one and one-half times (1 ½ x) the On-Call Rate.

15.03 An employee who does not work on a Named Holiday but does work their regularly scheduled shift before and after the holiday shall be entitled to ten (10) hours at the basic rate of pay which, at the employer's discretion, will be paid, banked to be used as time in lieu or added to vacation entitlement.

ARTICLE 16: SICK LEAVE

16.01 (a) Sick leave is provided by ECAA for any illness, quarantine by a Medical Officer, or because of an accident for which compensation is not payable under The **Workers Compensation Act**.

(b) ECAA 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.

- 16.02 When an employee has completed his probationary period, he shall be allowed a credit for sick leave computed from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of ninety (90) days, provided, however, that an employee shall not be entitled to apply sick leave credits prior to completion of his probationary period.
- 16.03 An employee granted sick leave shall be paid for the period of such leave such that the employee will suffer no loss of pay from normal daily wage consisting of the ten (10) hour tour of duty at the applicable Salary Appendix rate and an additional fourteen (14) hours at the On-Call Rate. 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.
- 16.04 Employees may be required to submit satisfactory proof to ECAA 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.**
- 16.05 When an employee has accrued the maximum sick leave, 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.
- 16.06 Sick leave pay shall not be granted during any leave of absence. Sick leave pay shall be granted for complications which may arise from a pregnancy before and after completion of maternity leave as granted under Article 19 (Leaves of Absence).
- 16.07 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due.
- 16.08 Sick leave credits shall not accrue during periods of illness, injury, and/or leaves of absence in excess of one (1) month.
- 16.09 An employee may request in writing, once a year, the status of his sick leave entitlements.
- 16.10 Should an employee suffer an illness or injury which result in their hospitalization, or which would otherwise have prevented the employee from attending work for three (3) consecutive working days or more, the employee shall be considered as being on sick leave for the period of hospitalization or that period that exceeds the three (3) consecutive working days provided the employee notifies the employer upon return**

from vacation and provided satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

16.11 In circumstances where an employee has been absent due to illness for two (2) weeks or more, the employee must provide advance written notice of an intention to return to the workplace at least one (1) shift rotation prior to their anticipated return date. Such notice must be accompanied by medical documentation confirming the employee's fitness to return to work as of the proposed date.

16.12 After an employee has been absent due to illness, ECAA will **make every reasonable effort** to facilitate the employee's return upon medical clearance to the station at which they were previously posted and ECAA will have the right, **where operationally necessary to do so**, to arrange the return of the employee to another station once the employee is medically cleared to return.

ARTICLE 17: WORKERS' COMPENSATION

An employee who is incapacitated and unable to work as result of an accident sustained while on duty in the services of the Employer within the meaning of The Worker's Compensation Act shall continue to receive full salary provided he assigns over the Employer on proper forms the monies due to him from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an employee is off work due to an accident within the meaning of The Workers' Compensation Act. Employees shall only receive full salary to the extent that one-tenth (1/10) day can be deducted from accumulated sick leave.

ARTICLE 18: EMPLOYEE BENEFIT PLANS

18.01 Regular employees and temporary employees filling a regular position are eligible to participate in the benefit plan, including LAPP.

The premiums will be cost-shared eighty percent (80%) by the employer and twenty percent (20%) by the employee for Medical and Dental Benefits.

Premiums will be 100% employee paid for Long Term Disability (LTD).

ARTICLE 19: LEAVES OF ABSENCE

19.01 **General Leave**

Leave of absence without pay may be granted to an employee at the discretion of ECAA, and the employee shall not work for gain during the period of leave of

absence except with the express consent of ECAA. Where approval is denied, ECAA will respond in writing and reasons shall be given.

19.02 **Bereavement Leave**

- (a) Bereavement leave with pay up to four (4) of the employee's consecutive scheduled working days shall be granted in the event of the death of a member of the employee's immediate family - i.e. child, parent, brother, sister, husband, wife (including common-law spouse), fiancée, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-children, step-brother, step-sister, guardian, grandparent, or grandchild. "Common-law spouse" 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. In the event of the death of a relative who is not immediate family, ECAA may grant time off with pay to attend the funeral services.
- (b) **Bereavement Leave shall be extended by two (2) additional consecutive working days if travel in excess of five hundred (500) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.**

19.03 **Maternity/Parental Leave and Resumption of Employment**

- (a) Maternity/Parental Leaves and resumption of employment from such leaves shall be provided and dealt with according to the requirements of the *Employment Standards Code*. For ease of reference and understanding by the members of the bargaining unit, these provisions from the *Employment Standards Code* which are currently Division 7, Sections 45-53 are attached to this Collective Agreement as the Maternity/Parental Leave Appendix.
- (b) **Paternity/Adoption Leave**

Paternity/Adoption Leave of at least one (1) working day(s) with pay shall be granted upon the written request of a father, same-sex partner or adoptive parent to enable such employee to attend to matters directly related to the birth or adoption of a child.

19.04 **Educational Leave**

EMT Training

Regular employees who have completed their probationary period will be reimbursed for expenses up to a total of fifteen hundred dollars (\$1500). Any expenses beyond the aforementioned total will be paid one (1) year after the successful completion and registration with the ACP, up to the maximum of a further fifteen hundred dollars (\$1500).

19.05 In circumstances where an employee has been on a leave pursuant to this article for two (2) weeks or more, the employee must provide advance written notice of an intention to return to the workplace at least one (1) shift rotation prior to their anticipated return date.

19.06 Where an employee is on a leave pursuant to this article for **six (6) months'** or more, ECAA will **make every reasonable effort** to facilitate the employee's return to the station at which they were previously posted ECAA will have the right, **where operational necessary to do so** to arrange the return of the employee to another station upon the employee's return.

19.07 Leave for Public Office

(a) **The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.**

(b) **Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.**

19.08 Terminal Care Leave

(a) **An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but which benefits at the normal cost-sharing, for a period of up to six (6) months. Qualified relative means a person in a relationship to the employee for whom the employee would be eligible for the compassionate care benefit under Employment Insurance legislation.**

(b) **Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.**

19.09 Military Leave

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

ARTICLE 20: BULLETIN BOARD SPACE

20.01 ECAA shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where HSAA may be permitted to post notices of meetings and other such notices which may be of interest to employees. No information defamatory or derogatory towards ECAA shall be

permitted. ECAA reserves the right to require that posted material objectionable to ECAA be removed from bulletin boards.

ARTICLE 21: PERSONNEL FILES AND EVALUATIONS

- 21.01 (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.**

21.02 All such evaluations shall be in writing.

- 21.03 (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 twenty-four (24) hours. The employee may review her personnel file prior to the interview upon her written request.**
- (b) The employee shall be given copy of her 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 she is aware of the evaluation. She shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel 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 10 (overtime) or Article 34 (Casual Employees).**

21.04 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.

21.05 By appointment made in writing at least one (1) working day in advance, an employee may view his personnel file once each calendar year or when the employee has filed a grievance. An employee shall be entitled to be accompanied by an HSAA representative when viewing his personnel file, a representative from ECAA shall also be present.

21.06 The employee shall be given a copy of requested documents from his file provided that he first pays a **reasonable fee to ECAA a fee to cover the cost of copying, which fee shall be established by ECAA.**

ARTICLE 22: DISCIPLINE AND DISMISSAL

- 22.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 22.02** Unsatisfactory conduct by an employee which is not considered by ECAA to be serious enough to warrant suspension or dismissal shall result in a written warning to the employee with a copy to HSAA within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.
- 22.03** Unsatisfactory performance by an employee which is considered by ECAA to be serious enough to be entered on the employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the employee and a copy to the Labour Relations Officer of HSAA or designate within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict ECAA's right to take further action during or following said period should the employee's performance so warrant.
- 22.04** The procedure stated in Articles 22.02 and 22.03 does not prevent immediate suspension or dismissal for just cause.
- 22.05** An employee who has **received a written warning**, been suspended or dismissed shall receive from ECAA in writing the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Labour Relations Officer of HSAA or designate within two (2) working days.
- 22.06** Any disciplinary action/letter or dismissal/letter shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 22.07** An employee who is dismissed shall receive his termination entitlements within three (3) working days.
- 22.08** An employee who has been subject to disciplinary action shall, after two (2) years from the date the disciplinary action was initiated, request in writing that his record be cleared of that disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the above period. ECAA shall confirm in writing to the employee that such action has been effected.

- 22.09** For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 15.
- 22.10** Where circumstances permit, ECAA may schedule a disciplinary discussion with the employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours indicating that the meeting is to be disciplinary. **ECAA shall advise the employee of the nature of the meeting and that they may accompanied by Labour Relations Officer or Designate of the Union at such meeting(s). The employee shall be compensated for the duration of such meeting(s).**

ARTICLE 23: RESIGNATION/TERMINATION

- 23.01 An employee shall give to ECAA fourteen (14) calendar days' notice of his desire to terminate his employment. Any notice greater than fourteen (14) calendar days shall not be accepted by ECAA and shall be deemed to be fourteen (14) calendar days. If ECAA determines that an employee shall not be required to work for their full fourteen (14) days after giving notice of termination, ECAA may require an employee to be terminated earlier with pay for the balance of the wages of the remaining fourteen (14) days.
- 23.02 An employee who voluntarily leaves the employ of ECAA shall receive the wages and vacation pay to which he is entitled at the regular pay day next following the day on which he terminates his employment, or within seven (7) days of terminating his employment, whichever comes first.
- 23.03 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification of termination is given. If proper notice of termination is not given, the employee will be paid in accordance with the *Employment Standards Code*.
- 23.04 An employee shall be deemed to have terminated his employment when:
- (a) he is absent from work without good and proper reason or the approval of ECAA; or
 - (b) he does not return from layoff as required, or he has been on layoff for a period of time exceeding half his length of service but, in any event, not to exceed a period of one (1) year on layoff.

ARTICLE 24: JOB DESCRIPTIONS

- 24.01 Copies of job descriptions for the classifications in this bargaining unit shall be available to each employee upon request.

24.02 Upon request, ECAA will provide HSAA with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 25: LAYOFF AND RECALL

25.01 (a) Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of Article 25.02 to the circumstances, including but not limited to:

(i) the timing and specific process to be followed;

(ii) any other issue the parties deem appropriate.

(b) 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 her 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. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.

(c) If the Employer proposes to layoff an employee while he is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under sub-article (a) until she has advised the Employer of her readiness to return to work.

(d) 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.

25.02 Layoff shall be in reverse order of seniority; however, ECAA 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.

- 25.03 When recalling employees, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing work required.
- 25.04 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.
- 25.05 It is understood that an employee may refuse recall to a lower paying classification or lower full-time equivalency than he was employed in at the time of layoff without adversely affecting his recall status.
- 25.06 It is understood that ECAA may hire employees from any source to fill operational requirements pending the return to work of a recalled employee.
- 25.07 ECAA shall endeavor to offer opportunities for casual work to laid-off employees in order of their seniority, provided the laid-off employee is qualified and capable of performing the work required. A laid-off employee may refuse an offer of casual work without adversely affecting his recall status.
- 25.08 No new regular or temporary employees will be hired while there are other employees on layoff as long as laid-off employees are willing, qualified and capable of performing the work required.
- 25.09 An employee laid off due to staff reductions shall, when laid off, file his address with ECAA and thereafter promptly keep them informed of any change of address.

ARTICLE 26: SALARIES

- 26.01 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 ECAA and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 26.02 Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time employees shall be applied on the appropriate anniversary of the date the employee commenced employment as a regular full-time employee.

- 26.03 Both parties to this Collective Agreement recognize that employees normally improve 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 shall be so advised in writing and the employee's performance will be re-evaluated on a month-to-month basis. After the employee reaches a satisfactory performance level, the increment shall be granted as of that date; however, the employee's anniversary date for annual increment purposes shall not be changed.
- 26.04 Effective on the dates specified, salaries for employees covered by this Collective Agreement shall be as listed in the Salaries Appendix.
- 26.05 When possible, ECAA shall pay to the employees their wages through the direct deposit system of a financial institution of the employee's choice.

ARTICLE 27: COURT APPEARANCE

- 27.01 A **Regular or Temporary employee** required by law to appear in court as a member of a jury, or for jury selection, or as a crown witness, shall be paid the difference between the pay received for such court service and the pay the employee would have normally received if he had been working based on his basic rate of pay.
- 27.02 It is agreed that where an employee is subpoenaed as a witness as a direct result of his regular duties, he shall not suffer any loss of pay while so serving when the witness duty coincides with a regularly scheduled on-duty shift. The employee will notify ECAA as soon as they are advised of a court date so as to allow ECAA to give notice of a shift change to accommodate the court appearance where possible.
- 27.03 Should a full-time 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 at the rate of one and one half times (1 ½ X) his basic rate for all hours actually served to a maximum of an eight (8) hour day.
- 27.04 Where an employee is required to travel for such appearance, Article 30 (Duty Incurred Expenses) will apply.**

ARTICLE 28: UNIFORM AND CLOTHING

- 28.01 Employees shall ensure that uniforms and clothing worn in the performance of their duties adhere to standards set by ECAA.
- 28.02 Following completion of the probationary period by an employee, ECAA will provide:
- four (4) **uniformed** shirts,

- two (2) name tags,
- one (1) jacket/parka,
- head cover,
- four (4) pairs of pants,
- **one (1) black leather belt,**
- **one (1) pair of safety glasses,**
- **one (1) toque,**

as well as a **two hundred and fifty dollar (\$250)** reimbursement **provided each year on January 1st** for jumpsuit, boots, or any other item at the discretion of the Operations Manager.

For casual employees, ECAA will provide:

- two (2) **uniformed** shirts,
- two (2) pair of pants,
- one (1) jacket/parka,
- one (1) head cover,
- two (2) name tags,
- **one (1) black leather belt,**
- **one (1) pair of safety glasses**
- **one (1) toque.**

It is understood that the uniform items listed above are to be worn by employees while on duty.

28.03 Should the uniform be mutilated, destroyed, or damaged while on duty or from excess wear, the same shall be replaced by ECAA after inspection and approval by the Operations Manager.

ARTICLE 29: OCCUPATIONAL HEALTH AND SAFETY

29.01 (a) 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.

(b) The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.

29.02 An Occupational Health and Safety Committee shall be established within one (1) month of the signing of the Collective Agreement. HSAA shall provide the names of up to three (3) employees, and ECAA shall provide the names of up to three (3) appointed representatives to sit on the Occupational Health and Safety Committee.

29.03 The function of the Occupational Health and Safety Committee is to examine and make recommendations regarding Occupational Health and Safety matters.

ARTICLE 30: DUTY-INCURRED EXPENSES

30.01 Employees that are asked to use their vehicles on behalf of ECAA will be reimbursed at the rate of forty-five (45) cents per kilometer.

When an employee is required to standby at a location or event or are dispatched on ambulance service involving travel beyond sixty (60) kilometers from their site or for a period of greater than five (5) hours, the employee shall receive a fifteen-dollar (\$15.00) meal allowance for the first five (5) hours duration and each subsequent period of five (5) hours duration of such duties to a maximum of forty-five (\$45.00) per day. No receipt required. Employee who accept voluntary assignments to work at special events shall not be entitle to this allowance.

ARTICLE 31: GRIEVANCE AND ARBITRATION

31.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 9, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 15.
- (b) Time limits may be extended by mutual agreement, in writing, between the HSAA and the ECAA.

31.02 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 ECAA 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 **operations manager**. 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 ECAA 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 31.02(a) (i), shall be bypassed when the employee has been given a letter of discipline pursuant to Article 22.

(iii) In the event that the difference is of a general nature affecting two or more employees, the ECAA and the HSAA 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 Operations Manager, or his designate 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 Operations Manager or his designate shall be made known to the employee and the HSAA 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 Operations Manager, or his designate the grievance may be advanced to Step 2 by submitting to the Chairman 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 Board, or its designate, shall render a decision, in writing, to be forwarded to the HSAA 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 HSAA may elect to submit the grievance to Mediation. In this case, the HSAA shall notify the ECAA in writing within seven (7) days of receipt of the decision of the Board, or its designate, that the HSAA wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be appointed who shall endeavor 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. 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 HSAA may elect to submit the grievance to Arbitration in accordance with Article 31 .07.

31.03 Default

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

31.04 (a) Neither the employee nor a representative of the Local Unit of the HSAA who may attend a meeting with the ECAA 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.

31 .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.

31.06 Resolution of a Difference between the HSAA and the ECAA

(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 HSAA shall first attempt to resolve the difference through discussion with the ECAA's 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 ECAA's 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 ECAA's designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the HSAA could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the ECAA's designate shall be made known to the HSAA, 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 HSAA may elect to submit the grievance to Mediation. In this case, the HSAA shall notify the ECAA in writing within seven (7) days of receipt of the decision of the ECAA's designate, that the HSAA wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be appointed who shall endeavor 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. 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 HSAA may elect to submit the grievance to Arbitration in accordance with Article 31.07.

31.07 Arbitration

(a) 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 ECAA and the HSAA, within a period of seven (7) calendar days after the appointment of the second of them and jointly select a Chairman.

(b) 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.

- (c) If the appointees cannot agree upon a Chairman or the parties cannot agree to a single Arbitrator, or fail to do so, they shall jointly request the Minister of Human **Services** to appoint a qualified person to act as Chairman of the Arbitration Board, or single Arbitrator.
- (d) 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.
- (e) 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 ECAA and the HSAA shall equally bear the fee and expense of the Chairman.
- (f) 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 Chairman of the Arbitration Board shall have the authority to render an award with or without the concurrence of either of the other members.
- (g) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 32: JOB CLASSIFICATIONS

32.01 New Classifications

If the ECAA 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 ECAA shall provide written notice to the HSAA of the classification title and proposed pay rates for the classification.
- (b) If the HSAA 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 HSAA 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 ECAA 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.

32.02 Position Classification Review

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

32.03 Given the conflict between ECAA's BLS only licensing and the professional and ethical obligations of a certified Paramedic, it is understood and agreed that upon an employee in the bargaining unit obtaining Paramedic certification the parties shall meet to discuss the conclusion of the employee's employment.

ARTICLE 33: MEDICAL EXAMINATION, VACCINATIONS AND ACP DUES

- 33.01 ECAA shall pay the medical fees on behalf of employees required to maintain a Class 4 Driver's License. Such examination shall be arranged by the employee.
- 33.02 ECAA shall reimburse all costs associated with employees receiving any vaccination required.
- 33.03 ECAA will reimburse employees for their ACP dues payments upon submission of proof of payment for the period of their employment with ECAA.

ARTICLE 34: CASUAL EMPLOYEES

- 34.01 Article 2 - Applies to Casual Employees with the exception of Article 2.12 - "Seniority."

34.02 Calculation of Earnings

A Regular Casual Employee shall be entitled to an increment on the completion of one thousand eight hundred and twenty five (1825) hours of work (tour and active duty) and a further increment on the completion of each period of one thousand eight hundred and twenty five (1825) hours thereafter to the maximum increment granted to full-time employees. However, after any three (3) consecutive calendar years of uninterrupted service and the completion of a minimum of nine hundred 900 worked hours, an employee will be granted an increment. After the increment is granted, the employee's hours of service will recommence at zero (0) for purposes of increment entitlement.

34.03 On-Call Duty

The term "on-call duty" shall be deemed to mean the period during which an employee is scheduled on-call and must be available to respond without undue delay to a request to report to duty. On-call rates are subject to Article 9.

34.04 Vacation Pay

- (a) During each of the first five (5) years of employment, Casual Employees shall be paid four percent (6%) of their gross earnings as Vacation Pay.
- (b) After the completion of five (5) years of employment, Casual Employees shall be paid six percent (8%) of their gross earnings as Vacation Pay.

34.06 A Casual Employee shall be covered by the grievance and arbitration provisions of the Collective Agreement, with the exception that a Casual Employee may, at the discretion of the ECAA, be terminated at any time without notice and without recourse to the grievance or arbitration procedure.

34.07 A Casual Employee will receive overtime at applicable premium rates (Article 10) for any hours worked in excess of ten (10) hours active duty in a day.

34.08 Should a casual employee be required to serve as a witness in any case arising as a result of his regular duties, he shall be paid at his basic rate of pay for all hours actually served to a maximum of an eight (8) hour day.

34.09 All of the articles of this Collective Agreement apply to Casual Employees except for Articles:

- 8: Probationary Period
- 9: Hours of Work
- 14: Annual Vacation
- 16: Sick Leave
- 18: Employee Benefits Plan
- 19: Leaves of Absence
- 23: Resignation/Termination

- 25: Layoff and Recall
- 27: Court Appearance

ARTICLE 35: COPIES OF COLLECTIVE AGREEMENT

- 35.01 The ECAA shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 35.02 The Collective Agreement shall be printed in pocket size form by the HSAA, and the cost shall be shared equally between the parties.

ARTICLE 36: CRITICAL INCIDENT STRESS MANAGEMENT

- 36.01 Where critical incident or stress debriefing is requested by an employee then the employee will suffer no loss of earnings for the duration of the shift.
- 36.02 It is understood that this article will only apply in the following circumstances:
 - (a) Serious injury to an employee's immediate relatives which shall include spouse, children, mother, father, and grandparents, or such relatives of the employee's spouse;
 - (b) Serious injury to fellow staff member of ECAA;
 - (c) A mass casualty incident; or
 - (d) Other incidents at the discretion or the approval of the Operations Manager.

LETTER OF UNDERSTANDING #1

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: REGULATORY PRACTICE REVIEW PROCEDURE

WHEREAS the Parties recognize that the technical and professional paramedical professions are required to practice within their regulatory standards of practice;

AND WHEREAS the Parties agree that patient safety is best achieved when there is a process that allows technical and professional paramedical staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

The Parties therefore agree as follows:

1. Discussion

In the event an employee in a regulated profession is directed to perform duties which may contravene her regulated standards of practice, an employee shall first discuss the issue with her immediate supervisor.

2. Documentation

If the issue is not resolved following discussions with the supervisor, the employee shall provide documentation detailing how the issue may contravene her standards of practice to the Operations Manager or designate.

3. Consultation

Based on a review of the documentation, the Parties may consult with the applicable College regarding the issue. Following a review of the documentation and the consultation, the Operations Manager or designate will communicate the outcome to the employee.

4. Evaluation

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

5. Expiry

This Letter of Understanding will expire **on July31st, 2018**, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF ECAA

ON BEHALF OF HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: EMPLOYEE - MANAGEMENT ADVISORY COMMITTEE

1. Discussion

The Parties to this Collective Agreement agree to establish within 60 days of ratification of this agreement an Employee - Management Advisory Committee or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.

2. Expiry

This Letter of Understanding will expire **on July 31st, 2018**, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF ECAA

ON BEHALF OF HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: FLEXIBLE SPENDING ACCOUNT

1. A Flexible Spending Account (FSA) shall be implemented for all Employees eligible for benefits in accordance with Article 18 of the Collective Agreement.

2. Calculation

The FSA will be calculated as follows:

Effective January 1st of each calendar year **one thousand dollars (\$1000.00)** to be allocated to each eligible Employee.

3. Utilization

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals, books, publications or software;
- (b) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 18.01 of the Collective Agreement.
- (c) Contribution to a Registered Retirement Savings Plan administered by the Employee.

- (d) Wellness expenses which may include, but are not limited to, such expenditures such as fitness center memberships and fitness equipment.
- (e) Family care including day care and elder care.

4. Allocation

- (a) By December 1st (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. Implementation

- (a) Where the ECAA is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to HSAA.
- (b) Where ECAA chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to HSAA.
- (c) The FSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

This letter of understanding will expire on July 31, 2018, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF ECAA

ON BEHALF OF HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: MOBILITY

1. Temporary Assignments

- (a) The Employer may assign employees to work at another station to stations for the purposes of training, orientation, meetings, emergencies, and general operational requirements, on an intermittent basis. Employees required to travel between stations due to temporary assignments will be reimbursed for travel expenses in accordance with Article 30 (Duty Incurred Expenses) of the Collective Agreement for the distance between the station to which they have been moved and the station to which they were originally assigned.
- (b) In circumstance, where the Employer is required does not have advance notice of the requirements to temporarily assign staff to other station, the Employer retains the right to select the most appropriate individual to be assigned.
- (c) The Employer will endeavor to make assignments from among employees who have stated a willingness to work shift at other stations provided that operational efficiency is not in any way compromised.

This letter of understanding will expire on July31, 2018, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF ECAA

ON BEHALF OF HSAA

DATE: _____

DATE: _____

SALARIES APPENDIX
As of Ratification

	Year 1	Year 2	Year 3	Year 4	Years 5+
EMR- Current	\$19.31	\$20.04	\$20.43	\$20.84	\$21.26
August 1st, 2015 (0%)	\$19.31	\$20.04	\$20.43	\$20.84	\$21.26
August 1st, 2016 (3%)	\$19.89	\$20.64	\$21.04	\$21.47	\$21.90
August 1st, 2017 (1.25%)	\$20.14	\$20.90	\$21.30	\$21.74	\$22.17
EMT- Current	\$25.97	\$27.15	\$28.33	\$29.51	\$30.69
August 1st, 2015 (0%)	\$25.97	\$27.15	\$28.33	\$29.51	\$30.69
August 1st, 2016 (3%)	\$26.75	\$27.96	\$29.18	\$30.40	\$31.61
August 1st, 2017 (1.25%)	\$27.08	\$28.31	\$29.54	\$30.78	\$32.01

MATERNITY/PARENTAL LEAVE APPENDIX

Division 7 Maternity Leave and Parental Leave

Entitlement to maternity leave

- 45 A pregnant employee who has been employed by an employer for at least 52 consecutive weeks is entitled to maternity leave without pay.

RSA 2000 cE-9 s45;2001 c6 s2

Length of maternity leave

- 46 (1) The maternity leave to which a pregnant employee is entitled is a period of not more than 15 weeks starting at any time during the 12 weeks immediately before the estimated date of delivery.
- (2) An employee who takes maternity leave must take a period of leave of at least 6 weeks immediately following the date of delivery, unless the employee and her employer agree to shorten the period by the employee's giving her employer a medical certificate indicating that resumption of work will not endanger her health.

RSA 2000 cE-9 s46;2001 c6 s2

Notice of maternity leave

- 47 (1) A pregnant employee must give her employer at least 6 weeks' written notice of the date she will start her maternity leave, and if so requested by her employer, the pregnant employee must provide her employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- (2) A pregnant employee is entitled to start maternity leave on the date specified in the written notice given to her employer under subsection (1).

RSA 2000 cE-9 s47;2001 c6 s2

No notice of maternity leave

- 48 An employee who does not give her employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within 2 weeks after she ceases to work, she provides her employer with a medical certificate
- (a) indicating that she is not able to work because of a medical condition arising from her pregnancy, and
- (b) giving the estimated or actual date of delivery

RSA 2000 cE-9 s48;2001 c6 s2

Notice of employer to start maternity leave

49 If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, an employer may give the employee written notice requiring her to start maternity leave.

RSA 2000 cE-9 s49;2001 c6 s2

Parental leave

- 50 (1) Subject to subsection (2), an employer must grant parental leave to an employee as follows:
- (a) in the case of an employee entitled to maternity leave under this Division, a period of not more than 37 consecutive weeks immediately following the last day of maternity leave;
 - (b) in the case of a parent who has been employed by the employer for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks within 52 weeks after the child's birth;
 - (c) in the case of an adoptive parent who has been employed by the employer for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks within 52 weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (2) If employees described in this section are parents of the same child, the parental leave granted under subsection (1) may
- (a) be taken wholly by one of the employees, or
 - (b) be shared by the employees.
- (3) If employees described in this section are parents of the same child and are employed by the same employer, the employer is not required to grant parental leave to more than one employee at a time.

2001 c6 s2

Notice of parental leave

- 51 (1) An employee must give the employer at least 6 weeks' written notice of the date the employee will start parental leave unless
- (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
 - (b) the date of the child's placement with the adoptive parent was not foreseeable.

- (2) If the employee cannot comply with the written notice requirement for any of the reasons stated in subsection (1)(a) or (b), the employee must give the employer written notice at the earliest possible time of the date the employee will start or has started parental leave.
- (3) An employee is entitled to start parental leave on the date specified in the written notice given to the employer under subsection (1) or (2).
- (4) Written notice under section 47(1) is deemed to be notice of parental leave under this section unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.
- (5) Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.

2001 c6 s2

Termination of employment prohibited during maternity leave and parental leave

- 52 (1) No employer may terminate the employment of, or lay off, an employee who
- (a) has started her maternity leave, or
 - (b) is entitled to or has started parental leave.
- (2) Subsection (1) does not apply if an employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the employee is employed, but the obligation of the employer to reinstate the employee or provide the employee with alternative work in accordance with section 53.1 continues to apply.

RSA 2000 cE-9 s51;2001 c6 s2

Resumption of employment

- 53 (1) Subject to section 46(2), an employee must give the employer at least 4 weeks' written notice of the date on which the employee intends to resume work and in any event must give notice not later than 4 weeks before the end of the leave period to which the employee is entitled or 4 weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.
- (2) If an employee has given notice that she intends to resume work on a date that is before the end of the 6-week period referred to in section 46(2), the employee is entitled without further notice to an additional period of leave sufficient to meet the requirements of section 46(2).
- (3) The additional period of leave referred to in subsection (2) is to be charged first against any remaining maternity leave to which the employee is entitled and then against parental leave, and if it is charged against parental leave the amount of parental leave referred to in section 50 is reduced accordingly.

- (4) An employee is not entitled to resume working until the date specified in the written notice referred to in subsection (1) or the end of the additional period referred to in subsection (2), as the case may be.
- (5) An employee must resume work on the date specified in the written notice or immediately following the end of the additional period, as the case may be, and if the employee fails to return to work on that date the employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- (6) If an employee fails to provide at least 4 weeks' notice before the end of the leave period to which the employee is entitled, the employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- (7) Where an employee is entitled to resume work under this section, the employer must
 - (a) reinstate the employee in the position occupied when maternity or parental leave started, or
 - (b) provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when the maternity or parental leave started.
- (8) An employee who does not wish to resume employment after maternity or parental leave must give the employer at least 4 weeks' written notice of intention to terminate employment.

RSA 2000 cE-9 s52;2001 c6 s2

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 ECAA

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

Date: _____

Date: _____