

**COLLECTIVE AGREEMENT**

**BETWEEN**

**STETTLER AND DISTRICT  
AMBULANCE ASSOCIATION**

**AND**

**THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA  
(ALL EMPLOYEES)**

**FOR THE PERIOD**

**APRIL 1, 2016 TO MARCH 31, 2019**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1: TERM OF COLLECTIVE AGREEMENT .....	1
ARTICLE 2: DEFINITIONS .....	2
ARTICLE 3: RECOGNITION.....	5
ARTICLE 4: MEMBERSHIP AND DUES.....	6
ARTICLE 5: MANAGEMENT RIGHTS .....	6
ARTICLE 6: NO DISCRIMINATION .....	7
ARTICLE 7: NO STRIKE OR LOCKOUT .....	7
ARTICLE 8: PROBATIONARY PERIOD .....	7
ARTICLE 9: HOURS OF WORK .....	8
ARTICLE 10: OVERTIME .....	11
ARTICLE 11: ON-CALL DUTY.....	12
ARTICLE 12: PROMOTIONS, TRANSFERS AND VACANCIES.....	13
ARTICLE 13: RESPONSIBILITY PAY.....	15
ARTICLE 14: SENIORITY.....	15
ARTICLE 15: VACATIONS WITH PAY .....	16
ARTICLE 16: NAMED HOLIDAYS .....	18
ARTICLE 17: SICK LEAVE .....	19
ARTICLE 18: WORKERS' COMPENSATION.....	21
ARTICLE 19: EMPLOYEE BENEFIT PLANS.....	21
ARTICLE 20: LEAVES OF ABSENCE .....	22
ARTICLE 21: BULLETIN BOARD SPACE .....	28
ARTICLE 22: EVALUATIONS AND PERSONNEL FILES.....	28
ARTICLE 23: DISCIPLINE AND DISMISSAL.....	29
ARTICLE 24: RESIGNATION/TERMINATION.....	30
ARTICLE 25: JOB DESCRIPTIONS .....	31
ARTICLE 26: LAYOFF AND RECALL.....	31
ARTICLE 27: SALARIES.....	32
ARTICLE 28: RECOGNITION OF PREVIOUS EXPERIENCE .....	33

ARTICLE 29: COURT APPEARANCE .....	33
ARTICLE 30: UNIFORM AND CLOTHING .....	34
ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY .....	35
ARTICLE 32: DUTY INCURRED EXPENSES .....	36
ARTICLE 33: GRIEVANCE PROCEDURE .....	36
ARTICLE 34: GRIEVANCE ARBITRATION .....	39
ARTICLE 35: NEW CLASSIFICATIONS .....	40
ARTICLE 36: PENSION PLAN.....	40
ARTICLE 37: MEDICAL EXAMINATION and ACP Dues .....	40
ARTICLE 38: CASUAL EMPLOYEES.....	41
ARTICLE 39: VACCINATIONS .....	42
ARTICLE 40: COPIES OF COLLECTIVE AGREEMENT .....	42
ARTICLE 41: CONTRACTING OUT .....	43
ARTICLE 42: JOB SHARING.....	43
ARTICLE 43: REGULATORY PRACTICE REVIEW PROCEDURE .....	43
ARTICLE 44: OVER/UNDER PAYMENT .....	44
ARTICLE 45: IN SERVICE PROGRAMS.....	45
ARTICLE 46: SPECIAL EVENTS AND FUNCTIONS ON SCHEDULED DAYS OFF ...	45
ARTICLE 47: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE .....	45
LETTER OF UNDERSTANDING #1 .....	46
RE: SEVERANCE .....	46
LETTER OF UNDERSTANDING #2 .....	48
RE: OUT-OF-SCOPE MANAGER .....	48
LETTER OF UNDERSTANDING #3 .....	49
RE: FLEXIBLE SPENDING ACCOUNT .....	49
LETTER OF UNDERSTANDING #4 .....	52
RE: INCLUSION OF PART-TIME EMPLOYEES IN THE BARGAINING UNIT .....	52
LETTER OF UNDERSTANDING #5 .....	54
RE: FATIGUE .....	54
LETTER OF UNDERSTANDING #6 .....	55
RE: BENEFIT ELIGIBLE CASUAL EMPLOYEES (BECE) .....	55

PREMIUM ON-CALL APPENDIX A .....	57
SALARIES APPENDIX.....	58

## ALPHABETICAL INDEX

BENEFIT ELIGIBLE CASUAL EMPLOYEES (BECE)	
Letter of Understanding #6 .....	55
BULLETIN BOARD SPACE	
Article 21 .....	28
CASUAL EMPLOYEES	
Article 38 .....	41
CONTRACTING OUT	
Article 41 .....	43
COPIES OF COLLECTIVE AGREEMENT	
Article 40 .....	42
COURT APPEARANCE	
Article 29 .....	33
DEFINITIONS	
Article 2 .....	2
DISCIPLINE AND DISMISSAL	
Article 23 .....	29
DUTY INCURRED EXPENSES	
Article 32 .....	36
EMPLOYEE BENEFIT PLANS	
Article 19 .....	21
EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE	
Article 47 .....	45
EVALUATIONS AND PERSONNEL FILES	
Article 22 .....	28
FATIGUE	
Letter of Understanding #5 .....	54
FLEXIBLE SPENDING ACCOUNT	
Letter of Understanding #3 .....	49
GRIEVANCE ARBITRATION	
Article 34 .....	39
GRIEVANCE PROCEDURE	
Article 33 .....	36
HOURS OF WORK	
Article 9 .....	8
IN SERVICE PROGRAMS	
Article 45 .....	45
INCLUSION OF PART-TIME EMPLOYEES IN THE BARGAINING UNIT	
Letter of Understanding #4 .....	52
JOB DESCRIPTIONS	
Article 25 .....	31
JOB SHARING	
Article 42 .....	43
LAYOFF AND RECALL	
Article 26 .....	31

LEAVES OF ABSENCE	
Article 20.....	22
MANAGEMENT RIGHTS	
Article 5.....	6
MEDICAL EXAMINATION AND ACP DUES	
Article 37.....	40
MEMBERSHIP AND DUES	
Article 4.....	6
NAMED HOLIDAYS	
Article 16.....	18
NEW CLASSIFICATIONS	
Article 35.....	40
NO DISCRIMINATION	
Article 6.....	7
NO STRIKE OR LOCKOUT	
Article 7.....	7
OCCUPATIONAL HEALTH AND SAFETY	
Article 31.....	35
ON-CALL DUTY	
Article 11.....	12
OUT-OF-SCOPE MANAGER	
Letter of Understanding #2.....	48
OVER/UNDER PAYMENT	
Article 44.....	44
OVERTIME	
Article 10.....	11
PENSION PLAN	
Article 36.....	40
PREAMBLE.....	1
PREMIUM ON-CALL APPENDIX A & APPENDIX B.....	57
PROBATIONARY PERIOD	
Article 8.....	7
PROMOTIONS, TRANSFERS AND VACANCIES	
Article 12.....	13
RECOGNITION	
Article 3.....	5
RECOGNITION OF PREVIOUS EXPERIENCE	
Article 28.....	33
REGULATORY PRACTICE REVIEW PROCEDURE	
Article 43.....	43
RESIGNATION/TERMINATION	
Article 24.....	30
RESPONSIBILITY PAY	
Article 13.....	15
SALARIES	
Article 27.....	32

SALARIES APPENDIX.....	58
SENIORITY	
Article 14.....	15
SEVERANCE	
Letter of Understanding #1 .....	46
SICK LEAVE	
Article 17 .....	19
SPECIAL EVENTS AND FUNCTIONS ON SCHEDULED DAYS OFF	
Article 46.....	45
TERM OF COLLECTIVE AGREEMENT	
Article 1.....	1
UNIFORM AND CLOTHING	
Article 30.....	34
VACATIONS WITH PAY	
Article 15.....	16
VACCINATIONS	
Article 39.....	42
WORKERS' COMPENSATION	
Article 18.....	21

This COLLECTIVE AGREEMENT entered into this 14th day of July 2017

BETWEEN

**STETTLER AND DISTRICT AMBULANCE ASSOCIATION**

in the province of Alberta  
(hereinafter called the "Employer")

of the First Part

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter called the "Union")

of the Second Part

**PREAMBLE**

WHEREAS it is the desire of both parties to this Collective Agreement to recognize their mutual obligation to:

- (a) Provide the best possible quality of ambulance service in the service area;
- (b) Maintain a harmonious, satisfactory and productive relationship between the Employer and its employees;
- (c) Outline in writing all agreements reached through negotiation, in matters relating to working conditions; and
- (d) Provide an amicable method of settling any grievances which may arise between the parties.

AND WHEREAS the Employer and the Union have agreed to enter into a Collective Agreement containing the following 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 April 1, 2016, up to and including March 31, 2019, 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 The Employer and the Union may agree anytime during the life of the agreement to open this Collective Agreement on specific issues.
- 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 that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Union” shall mean the Health Sciences Association of Alberta.
- 2.02 “Employer” shall mean Stettler and District Ambulance Association.
- 2.03 “Employee” shall mean a person who performs the job functions pertaining to any classification covered herein.
- 2.04 “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature:
  - (a) “Full-time Employee” is a Regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
  - (b) “Part-time Employee” is a Regular Employee who works scheduled Shifts whose hours are less than those specified in the Hours of Work Article of this Collective Agreement.
- 2.05 “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
  - (a) for a specific job of more than three (3) months and less than twelve (12) months; or
  - (b) 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
  - (c) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee on leave has indicated to the Employer that

the duration of such leave will be in excess of three (3) months.

- 2.06 “Casual Employees” are those who work on a call-in basis 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 “Regular Casual” means a Casual Employee who works more than 300 hours per year, inclusive of the eight (8) flex hours and Active Duty hours, but exclusive of any on-call hours when not on Active Duty.
- 2.08 “Basic Rate of Pay” is the step in the salary scale applicable to each Employee as set out in the Salaries Appendix exclusive of all allowances and premium payments.
- 2.09 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.
- 2.10 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.
- 2.11 “Day” is defined as commencing at (0000) hours of one day to (0000) hours the following day.
- 2.12 “ACP” is defined as the Alberta College of Paramedics.
- 2.13 “Seniority” shall be as defined in Article 14 of this Collective Agreement.
- 2.14 “Anniversary Date” shall be the date employment commences with the Employer as a Regular Full-time, Part-time or Temporary Employee.
- 2.15 “Code” means the Labour Relations Code as amended from time to time.
- 2.16 Shift means the ten (10) hour period consisting of Core Hours and Flex Hours.
- 2.17 “Gross Earnings” shall mean all monies earned by an Employee under the terms of this Collective Agreement.
- 2.18 “Board” shall mean the Stettler and District Ambulance Association Board.
- 2.19 “Week” means seven days commencing at 0700 hours on a Sunday, and ending at 0659 hours on the following Sunday.
- 2.20 “Emergency” means a situation where:  
(a) The Employer does not have sufficient human resources to ensure

adequate ambulance coverage for its geographic area of responsibility; or

- (b) Any of the municipalities serviced by the Employer, or the Provincial or Federal Government, have declared a state of emergency in the Stettler area.

2.21 "Core Hours" means the period of three (3) hours during each Shift (including weekends and statutory holidays) where an Employee is required to be assembled at the ambulance station.

2.22 "On Call Rate" means the rate of pay set out in the On-Call Appendix or Premium On-Call Appendix as applicable.

2.23 "On Car" means the period of time where an Employee is responding to or returning from a call for services, and no more than one hour for cleanup, restocking, refueling of the vehicle and completing required documentation from the time the Employee returns to the station, unless further time is authorized by the Employer.

2.24 "Active Duty" shall mean the total time during a Tour of Duty where an Employee is working:

- (a) Core Hours and On Car during the Shift, or other duties assigned by the Employer in its discretion;
- (b) On Car during On-Call Hours.

2.25 "Tour of Duty" is the twenty-four hour period comprised of Core Hours, Flex Hours, and On-Call Duty.

2.26 "Flex Hours" means the eight (8) hours during a Shift other than Core Hours where the Employee is not required to be assembled at the ambulance station.

2.27 "On Call Duty" means the fourteen (14) hour period before or after a Shift during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.

2.28 "Notice in Writing" means delivery:

- a) In person
- b) By electronic mail to the address supplied by the Employee or Employer;  
or
- c) Posting by the Employer on the Union bulletin board.

- 2.29 “Local Unit Committee” is the group of bargaining unit Employees selected to participate in the Employee Management Advisory Committee set out in article 48, as selected by the Employees and whose membership is provided by the Union to the Employer from time to time.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for employees covered by this Collective Agreement.
- 3.02 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.
- 3.03 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 Manager or designate of the Employer and a designate of the Union with a copy to the Chair of the Local Unit.
- 3.04 An Employee shall not engage in Union business during his working hours without prior approval of the Employer.
- 3.05 Any duly accredited Officer of the Union may be permitted on the Employer’s premises for the purpose of transacting Union business providing prior permission to do so has been granted by the Employer.
- 3.06 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. These presentations, if possible, shall be done outside of the core hours.
- 3.07 The name of the Union representatives shall be supplied in writing to the Employer before he is recognized as an Union representative. A representative of the Union shall be entitled to leave work to carry out his functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the Manager. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer’s premises in performing such duties.

## **ARTICLE 4: MEMBERSHIP AND DUES**

- 4.01 Membership in the Union is voluntary.
- 4.02 Notwithstanding the provisions of Article 4.01, the Employer will deduct from the Gross Earnings (exclusive of long-term disability) of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union. 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 an electronic list showing the name and classification of the Employees, their increment level, and the amounts of the deductions. Such list shall including home mailing address and indicate newly hired and terminated Employees.
- 4.03 Dues will be deducted from an Employee during sick leave with pay and during leave of absence with pay.
- 4.04 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, or notice of a Special Assessment deduction.
- 4.05 The Employer will record the amount of Union dues deducted on the T-4 forms issued to an employee for income tax purposes.
- 4.06 This Collective Agreement shall cover the Employees of Stettler and District Ambulance Association in the Province of Alberta, and classified as follows:
- (i) Paramedic
  - (ii) Emergency Medical Technician

and such other Employees employed in the bargaining unit as defined by the certificate issued by the Alberta Labor Relations Board.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and agrees that it is the right of the Employer and not the Union to exercise management rights. Such management rights include the right of the Employer to manage its business, direct the working force, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, recall, transfer, classify, promote or demote any employees subject to the terms of this Collective Agreement.

## **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, color, creed, national origin, political or religious affiliation, gender, 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 Collective Agreement or any law of Canada or Alberta.

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

- 7.01 The Union 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 the Employer's premises, or refusal to perform work, and no employee shall be involved in such action.
- 7.02 If an employee engages in any illegal strike, slowdown, or stoppage of work during the life of this Collective Agreement, the Union shall instruct him to return to his work 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 immediately, he shall then be considered terminated.
- 7.03 The Employer agrees that during the life of this Collective Agreement and/or while renewal is being negotiated, it will not sanction or authorize any lockout.

## **ARTICLE 8: PROBATIONARY PERIOD**

- 8.01 A newly-hired Regular or Temporary Employee shall serve a probationary period of 900 hours, exclusive of overtime hours and On-Call hours. If, in the opinion of the Employer, an Employee serving a probationary period is found to be unsatisfactory he may be terminated without notice and without recourse to the grievance procedure.
- 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 the Employer.
- 8.03 The Employer 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 the Union.
- 8.04 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.

- 8.05 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 two hundred fifty two (252) hours provided not more than three (3) months have elapsed since the Employee last worked for the Employer.
- 8.06 An Employee who has completed her probationary period shall not subsequently be placed on probation.

### **ARTICLE 9: HOURS OF WORK**

- 9.01 Regular paid hours of work for ambulance employees shall be:
- (i) scheduled on the basis of four (4) Tours of Duty followed by four (4) days off (on a core/flex/on-call basis).
  - (ii) "Core Hours" means the period of two (2) hours during each Shift (including weekends and statutory holidays) where an Employee is required to be assembled at the ambulance station. Employees scheduled for a Tour of Duty will serve a 10-hour Shift, including the Core Hours and Flex Hours as defined in this Collective Agreement. Employees will be paid their basic rate of pay for the 10-hour Shift to an annual maximum of 1825 hours.
  - (iii) Annual hours of work for Full-time Employees will be 1825 hours paid at the Basic Rate of Pay.
  - (iv) Employees will serve On-Call Duty for the remainder of the Tour of Duty. Employees will be paid their On-Call Rate during those hours.
- 9.02 Regular hours of work will be compensated as set out in Article 27 (Salaries) and the Salaries Appendix.
- 9.03 Subject to Article 10 (Overtime), the hours of work of an Employee working less than the normal hours of work as set out in Article 9.01 may be expanded up to the normal hours of work without the payment of overtime.
- 9.04 Overtime shall only be paid in accordance with Article 10.
- 9.05 Employees assigned to a Tour of Duty must remain in fit condition to return to work at any time during that Tour of Duty.

- 9.06 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 therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.
- 9.07 (i) The Union recognizes the right of the Employer to schedule the hours of work in order to efficiently serve the needs of its clients while utilizing its budgeted resources as economically as possible. Therefore the Employer retains the exclusive right to schedule hours of work of employees as necessary to provide coverage for the determined hours of operation.
- (ii) Notwithstanding Article 9.07(i) such amendments shall not be in violation of the terms of this Collective Agreement.
- 9.08 Employees may exchange Shifts and/or days off, providing that such Employees are qualified to do each other's duties; and
- (a) Employees submit the request, giving reasonable 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) where the requirements of this article are complied with, the Shift schedule shall be amended by the Employer to reflect the Shifts being exchanged.
- Should such request be denied, reasons will be provided in writing, upon request.
- 9.09 A weekend premium of three dollars and twenty-five (\$3.25) per hour shall be paid to an Employee for each hour of the 10-hour Shift and for Active Duty Hours worked during the On Call Hours (exclusive of vacation leave, sick leave, bereavement leave, education leave and any other paid leave), between the hours of fifteen hundred (1500) hours Friday to zero seven hundred (0700) hours Monday. This premium shall not apply to any minimum period pursuant to article 11.05.
- 9.10 An active duty premium of four dollars and twenty-five (\$4.25) per hour will be paid to Employees for all Active Duty Hours worked between 1900 hours and 0700 hours. This premium shall not constitute a part of the Employee's Basic



Rate of Pay for overtime calculations. This premium shall not apply to any minimum period pursuant to article 11.05.

9.11 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Unless otherwise agreed between the Employer and the Union, Shift schedules shall be posted twelve (12) weeks in advance.
- (b) If a Shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an employee's schedule is changed in the new Shift schedule and she is not provided with the fourteen (14) calendar days' notice, she shall be paid two times his basic rate of pay for all hours worked on such days unless such change is at the employee's request.
- (c) Unless an Employee is given at least fourteen (14) calendar days notice of a change of her scheduled day(s) off, she shall be paid two times (2X) her basic rate of pay for all hours worked on such day(s) unless such change is at the Employee's request.
- (d) Unless an Employee is given at least one-month notice of a permanent change to an Employee's Shift schedule, he shall be paid two times his basic rate of pay for all hours worked on such days unless such change is at the Employee's request.

9.12 Employees working a core/flex scheduling provision shall work a ten (10) hour Shift consisting of not less than three (3) core hours, with the balance of the Shift being flex hours, followed by on-call hours for the remainder of the Tour of Duty. The Employee shall be compensated for ten (10) hours at his Basic Rate of Pay and for fourteen (14) hours at the On Call Rate during the Tour of Duty.

9.13 Subject to Article 10.01(iii), an Employee who works Active Duty hours during the on-call portion of the Tour of Duty shall be deemed to be receiving his Basic Rate of Pay for such hours, and a corresponding number of hours during the Flex Hours where no Active Duty was worked shall be deemed to have been paid at the On Call Rate. Any change in core hours shall require thirty (30) days' notice unless mutually agreed to between the Employer and the Employee.

9.14 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, or is not required to work he shall be compensated for that inconvenience by receiving two (2) hours' pay at his basic rate of pay.

9.15 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of his scheduled Shift and return to duty at a

later hour, he shall receive his basic hourly rate for all hours worked with an addition of two (2) hours' pay at his basic rate of pay for that inconvenience.

#### **ARTICLE 10: OVERTIME**

- 10.01 (i) Overtime is all time authorized by the Employer and worked by an employee in excess of ten (10) hours of Active Duty during a Tour of Duty.
- (ii) Overtime will be paid at two times (2X) the employee's Basic Rate of Pay, exclusive of meal periods if taken.
- (iii) All Active Duty Hours worked between 0000h on one day and 0700h the following day shall be deemed to be in excess of ten hours of Active Duty and shall be paid at the overtime rate.
- (iv) Overtime worked by an Employee shall not be unreasonably denied by the Employer after the fact.
- 10.02 Unless given seven (7) calendar days' advance notice of the change, a Regular or Temporary Employee required by the Employer to work an unscheduled Shift will receive two times (2X) his Basic Rate of Pay for all hours worked. This premium payment will cease and the Employee's Basic Rate of Pay will apply at the start of his next regularly scheduled Shift.
- 10.03 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off in lieu of overtime payments at the applicable premium rate. Where no agreement is reached, the Employer shall pay out the overtime rate as of 31 December in each calendar year.
- 10.04 Casual Employees shall be paid overtime when required by the Employer to work:
- (i) More than 40 hours of Active Duty in one Week; or
- (ii) More than 10 hours of Active Duty in one Shift.
- 10.05 The Employer shall endeavor to ensure the Employees do not work more than sixteen (16) hours in a twenty-four (24) hour period. An Employee who is required to work more than sixteen (16) hours of Active Duty in a twenty-four (24) hour Tour of Duty shall be entitled to eight (8) consecutive hours rest before commencing her next scheduled Shift, without loss of earnings. Due to Emergency circumstances where an Employee cannot be provided eight (8) consecutive hours of rest:

- (a) The Employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (b) The Employee shall be paid at two times (2X) her basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.
- (c) This provision is waived if the Employee is granted a request for a Shift exchange.

#### **ARTICLE 11: ON-CALL DUTY**

11.01 Ambulance Employees shall be required to perform On-Call Duty comprised of the fourteen (14) hours before or after each Shift. Crews will be listed on a posted on-call schedule as either first or second up on a rotational basis. Casual Employees who are working a scheduled Shift are responsible for the associated On-Call Duty.

11.02 Employees shall be required to respond to any call-back to duty and, at all times shall remain in fit condition to return to work.

11.03 All Employees will be compensated for On-Call Duty on regularly scheduled days of work, as per the attached on-call Appendix B for each hour of On-Call duty.

All Employees will be compensated for On-Call Duty on days off and Named Holidays as per the attached Premium On-call Appendix A for each hour of On-Call Duty.

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

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

11.05 Subject to article 9.12, on each occasion that an Employee is recalled to duty during his On-Call period, in addition to the applicable On-Call Rate of pay, the Employee shall receive pay for all Active Duty hours worked during the on-call period pursuant to articles 9 and 10, or for two hours, whichever is greater.

A new Call-Back for compensation purposes shall only apply when the Employee has finished his On Car duties and has notified dispatch that he is back in service.

- 11.06 A Regular Casual or Casual Employee who agrees to work on less than 7 days' notice will be paid a seventy-five (\$75.00) dollar call-in fee. A Full-Time Employee who agrees to work an On-Call portion of a Tour of Duty only, on less than 7 days' notice will be paid a seventy-five (\$75.00) dollar call-in fee. For the purpose of clarity, where a Full-Time Employee agrees to work an entire Tour of Duty, or the 10-hour Shift only, regardless of the amount of notice, he or she shall not be entitled to the above-noted call-in fee.
- 11.07 For Regular Employees who are not on a scheduled Tour of Duty and who are called back to service, such Employee shall be compensated at the overtime rate of pay for all hours of the Shift, the Premium On-Call Rate for On-Call Hours and twice the Basic Rate of pay for a minimum of two hours for On-Car duty during the On-Call Period.

## **ARTICLE 12: PROMOTIONS, TRANSFERS AND VACANCIES**

### **12.01 Vacancies**

- (a) (i) The Employer shall post within the Department notices of all vacancies in the Department for not less than eight (8) calendar days.
- (ii) The Employer will make every attempt to e-mail a blanket posting to the home e-mail address of all employees within four (4) days of the vacancy being opened.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of eight (8) calendar days, the appointment shall be made on a relief basis only.
- (c) Subject to Article 12.04, where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.
- (d) The notice of posting referred to in Article 12.01 (a) shall contain the following information:
- (i) duties of the position;
- (ii) qualifications required;
- (iii) hours of work;

- (iv) status of position, and expected term if a temporary position; and
  - (v) salary.
- (e) The Employer shall forward to the Labour Relations Officer copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 12.01 (a) within three (3) calendar days of the posting.
- (f) The name of the successful applicant shall be given to the Labour Relations Officer in writing within three (3) calendar days of the appointment.
- 12.02 All applications for transfer or promotion shall be made in writing to the Employer.
- 12.03 Applicants for transfer and/or promotion shall be informed by Notice In Writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 12.04 In making promotions, or transfers, or non-disciplinary demotions, the determining factors shall be skill, training, knowledge, efficiency, and other relevant attributes and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- 12.05 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 his ability to perform the new task to the satisfaction of the Employer. Should such employee fail to succeed during the above mentioned trial period, or request to return to her former position or status, the Employer 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.
- 12.06 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.
- 12.07 An Employee's anniversary date for the purpose of an annual increment shall

not be changed as a result of a promotion.

- 12.08 When, because of inability to perform the functions of a position, or because of ill health or by request, an Employee is transferred to a lower-rated classification, his rate will be adjusted immediately to that step in the scale where he would have been positioned had he been retained in the lower-rated classification from commencement of employment.

### **ARTICLE 13: RESPONSIBILITY PAY**

- 13.01 When an Employee is assigned in-scope supervisory duties in the absence of a Paramedic Supervisor for a period of at least one (1) complete shift, the Employee shall receive, in addition to his salary, the sum of thirty-five dollars (\$35.00) for that shift. This premium shall not constitute part of the Employee's Basic Rate of Pay for overtime calculations. The Terms of this Collective Agreement will continue to apply to the Employee so assigned.
- 13.02 The Employer shall provide Union with 14 days' notice in writing of an intention to amend supervisory duties set out in the Employer's policy including the nature of such amendments, and shall consider any comments made by Union regarding such amendments.

### **ARTICLE 14: SENIORITY**

- 14.01 (a) Regular or Temporary employees hired prior to the date of certification shall have their seniority calculated from the date of hire with the employer. 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 has changed to regular full-time, part-time or temporary, the seniority date shall be established by dividing their continuous hours of work in the bargaining unit by one thousand eight hundred and twenty-five (1825).
- (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.
- 14.02 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 the Employer; or
- (b) when he is absent from work without good and proper reason and/or the

approval of the Employer; or

- (c) when he does not return from leave of absence or vacation as scheduled; or
- (d) when 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; or
- (e) when he has been continually off work due to work related injury for a period of twenty-four (24) months, unless there is a reasonable expectation, supported by valid medical evidence, that he will become fit to return to work.

14.03 A seniority list prepared by the Employer shall be posted showing each Employee listed thereon, his name and date of hire. This list shall be posted annually on April 1st of each year. A copy of the list shall also be forwarded to the Union.

14.04 Seniority shall be the determining factor in:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the qualifications specified in Article 25;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 12.

#### **ARTICLE 15: VACATIONS WITH PAY**

15.01 The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of continuous employment, an Employee shall earn entitlement to vacation calculated on the basis of twelve (12) working days per year;
- (b) during the third (3<sup>rd</sup>) to seventh (7<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on the basis of sixteen (16) working days per year;
- (c) during the eighth (8<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on the basis of twenty (20) working days per year;
- (d) during the fifteenth (15<sup>th</sup>) and subsequent years of continuous

employment, an Employee shall earn entitlement to vacation calculated on the basis of twenty-four (24) working days per year;

- (e) Employees who have not completed one (1) complete year of continuous service shall receive vacation proportionate to that part of the vacation year worked, at the accrual of one (1) working day for each complete month of service.

#### 15.02 **Vacation for Casual Employees**

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1<sup>st</sup>) year of employment six percent (6%) of her regular earnings; or
- (ii) during the second (2<sup>nd</sup>) to seventh (7<sup>th</sup>) years of employment eight percent (8%) of her regular earning; or
- (iii) during the eighth (8<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of employment ten percent (10%) of her regular earnings; or
- (iv) during the fifteenth (15) and subsequent years of employment twelve percent (12%) of her regular earnings.
- (v) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.
- (vi) As of the date of ratification.

15.03 An employee required by the Employer to work in his vacation period will be paid at two times (2X) his basic hourly rate for hours worked during the first (1st) Shift. This premium payment will cease and his normal rate will apply at the start of his next regularly scheduled Shift. The vacation day(s) worked will be rescheduled as vacation leave with pay. "Vacation period" shall be deemed to include scheduled day(s) off immediately preceding his first paid vacation day and immediately following his last paid vacation day.

- 15.04 (a) Where an Employee submits her vacation preference by January 31<sup>st</sup> of that year, the Employer shall approve or deny vacation requests by March 31<sup>st</sup> of that year.
- (b) Seniority shall be the determinate factor where there is a dispute regarding preference for the time when vacation is to be taken.



- (c) When an Employee submits her vacation request outside of the timelines provided for in 15.04(a) above, it shall be on a first come first served basis, subject to operational requirements.
- 15.05 An Employee may request to carry forward vacation. Such request shall be made in writing and shall be subject to the approval of the Employer. Such carry forward of vacation shall not exceed forty (40) hours.
- 15.06 Excess accrued vacation not taken by April 1 in any given year may be paid out upon written request of an Employee, in accordance with Employer policy.

**ARTICLE 16: NAMED HOLIDAYS**

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

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

and all general holidays proclaimed by any of the following: a Municipal Government, the Province of Alberta, or the Government of Canada.

- (b) In addition to the foregoing Named Holidays, Full-time Employees shall be granted an additional holiday as a Floater Holiday in each calendar year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and Employee. If the Floater Holiday is not taken by the last day of the calendar year, it shall be paid out
- 16.02 A Full-Time Employee shall be paid for the above Named Holidays at the employee's Basic Rate of Pay for ten (10) hours a day.
- 16.03 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 two times (2X) his Basic Rate of Pay. The day off with pay as provided in Article 16.01 shall be granted within thirty (30) days either prior to or after the holiday or at such other time as may be mutually agreed upon between the Employer and the Employee.
- 16.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off as outlined above.

- 16.05 When a Named Holiday falls during an Employee's annual vacation, such holiday(s) may, by mutual agreement, be added to the vacation period, or if this is not possible, the Employee shall be granted another day or other days off in lieu thereof.
- 16.06 No payment shall be due for a Named Holiday which occurs during:
- (a) a layoff; or
  - (b) all forms of leave during which an Employee is not paid; or
  - (c) an Employee is receiving paid Sick Leave, Workers' Compensation benefits, Short Term Disability, or Long Term Disability income.
- 16.07 A Named Holiday for the purpose of this Collective Agreement is defined as commencing from zero zero zero one (0001) hours on such holiday and ending at twenty four hundred (2400) hours on the same day.
- 16.08 Crews required to work on Christmas Day shall be required to assemble at the station for a period of two hours to perform core duties. Articles 9.06 and 11.02 shall continue to apply.
- 16.09 To qualify for a Named Holiday with pay an Employee must:
- (a) Work the scheduled Shift immediately prior to and immediately following each Named Holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer, or
  - (b) Work on the Named Holiday when scheduled or required to do so.

#### **ARTICLE 17: SICK LEAVE**

- 17.01 (a) Sick leave is provided by the Employer 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) 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.
- 17.02 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 fifteen (15) hours for each full month of employment up to a maximum credit of twelve hundred (1200) hours, provided however, that an Employee shall not be entitled to apply sick leave credits prior to completion of his probationary period.

- 17.03 An Employee granted sick leave shall be paid for the period of such leave at his basic rate of pay and the number of hours 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.
- 17.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Employees who abuse sick leave may be discharged.
- 17.05 When an Employee has accrued the maximum sick leave credit of twelve hundred (1200) 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 up to the maximum.
- 17.06 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 20.
- 17.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be neither charged against her accumulated sick leave, nor shall she 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 her accumulated sick leave. Employees may be required to submit satisfactory proof of appointment.
- 17.08 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation. 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 her vacation period as stated in Article 17.08(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 leave falling within a scheduled vacation period, provided that the Employee became 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 17.08(a), should an Employee demonstrate to the satisfaction of the Employer that she was admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.

- 17.09 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.
- 17.10 Sick leave credits shall not accrue during periods of illness, injury, and/or leaves of absence in excess of one (1) month.
- 17.11 An Employee may request in writing, once a year, the status of his sick leave entitlements.
- 17.12 In circumstances where an Employee has been absent due to illness for two weeks or more, the Employee must provide Notice in Writing of an intention to return to the workplace at least one Shift prior to his or her 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.

#### **ARTICLE 18: WORKERS' COMPENSATION**

- 18.01 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 salary provided he assigns over to 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 19: EMPLOYEE BENEFIT PLANS**

- 19.01 The Employer shall continue the following group plan for all eligible regular full-time Employees where such plan is currently in effect or shall implement the following group plan where enrolment and other requirements of the Insurer for group participation have been met.

- 19.02 Where the benefits specified in Article 19.01 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.
- 19.03 All eligible Employees will be provided with the benefits of the County of Stettler Benefit Plan as referenced in Article 19.01. The premiums will be one hundred per cent (100%) Employer paid.
- 19.04 If applicable, the Employer shall pay the premiums of Alberta Health Care for all Regular Full-time Employees.
- 19.05 During the first twenty-four (24) months an Employee is on long term disability, he may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer, if applicable.
- 19.06 An Employee shall cease to earn sick leave credits, credit for Named Holidays and vacation credits while on sick leave for longer than one month, or at any time while on long term disability leave.
- 19.07 The Employer shall make available to eligible employees brochures outlining the above plans.
- 19.08 The Employer shall make available to the Union a complete copy of the contract of insurance relating to the above plans.
- 19.09 A Health Spending Account of five hundred dollars (\$500.00) per calendar year will be provided to each Regular Casual Employee. This benefit plan is not available to any Regular Casual Employee who receives a similar benefit from another EMS service.

## **ARTICLE 20: LEAVES OF ABSENCE**

### **20.01 General Leave**

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

### **20.02 Bereavement Leave**

- (a) Bereavement leave with pay of four (4) 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), fiancé, 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 year before the death. In the event of the death of a relative who is not immediate family, the Employer may grant time off with pay to attend the funeral service.

- (b) Bereavement leave shall be extended by up to two (2) additional days if travel, by personal automobile, in excess of three hundred (300) kilometers (one-way) from the Employee's residence is necessary to attend the funeral.
- (c) Notwithstanding Article 20.02 (a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than he/she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

### 20.03 **Maternity Leave**

- (a) An Employee who has completed her probationary period shall, upon her written request, be granted maternity leave to become effective twelve (12) 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. Such leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, S.T.D.I. or L.T.D.I and 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) An Employee on maternity leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking 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 to the date she commenced leave.

- (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.

#### 20.04 **Adoptive Parent Leave**

- (a) An Employee who has completed her 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) she 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) she provides the Employer with at least one (1) day's notice that such leave is to commence.
- (b) An Employee absent on adoptive parent leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

#### 20.05 **Paternity Leave**

Paternity leave of at least one (1) working day with pay shall be granted upon written request of a male Employee to enable such Employee to attend to matters directly related to the birth of his child.

#### 20.06 **Educational Leave**

- (a) (i) Provided that the operational efficiency of the Ambulance Service is not seriously disrupted, the Employer will encourage participation in educational programs. Leave of absence with pay (to a maximum of six (6) working days per calendar year) may be granted at the discretion of the Employer to enable Regular Casual Employees to participate in such programs. Reasonable expenses shall not be denied. (This number of days has been set to cover courses such as ACLS, PALS, and ITLS, which are a requirement of our registration with the Alberta College of Paramedics.) Educational Leave will not be available to any Regular Casual employee who is employed full time at another EMS service.

- (ii) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
  - 1. for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;
  - 2. In the event that the mandatory training sessions falls on the employee's regularly scheduled day off, the Employer may alter the Employee's regularly scheduled days of work with fourteen (14) days' notice. The Employer must grant a corresponding day off in the coinciding pay period. When the Employer is unable to alter the employee's regularly scheduled hours of work, attendance on a regularly scheduled day off will be paid at two times (2X) their basic rate of pay, which may be added to the lieu bank.
  - 3. The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (b) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twelve (12) calendar months of such period of leave.

#### **20.07 General Policies Covering Leaves of Absence**

- (a) Except for bereavement leave, applications for all leaves of absence shall be submitted, in writing, to the Employer as early as possible. Applications shall specify dates of departure and return.
- (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) In the case of leave of absence in excess of (1) one month, Employees shall cease to earn sick leave and vacation with pay. An Employee's salary increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- (d) Except as provided in Article 19.07 (e) 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 18, 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.

- (e) For the portion of Maternity Leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, or L.T.D.I., benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.

#### **20.08 Union Business**

- (a) Provided the efficiency of the Ambulance Service shall not in any case be disrupted, leave of absence shall be granted by the Employer to employees elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business or Board of Director meetings.
- (b) Representatives of the Union shall be granted time off in order to participate in collective bargaining with the Employer.
- (c) Time off granted in accordance with Article 20.08(a) and (b) shall be with pay and without loss of seniority. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

**Expires on March 31, 2017**

#### **20.09 Special Leave**

- (a) The parties recognize that an Employee may be unable to report to work due to unanticipated circumstances which may include illness in the employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of three (3) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 20.01.
- (b) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

## **Effective April 1, 2017 Special Leave is to be replaced by Personal Leave**

### **Personal Leave**

- (a) Regular Employees shall be entitled to personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for personal leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of personal leave days are determined by the FTE as of April 1<sup>st</sup> of each year.
  - (i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to ten (10) hours each;
  - (ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to ten (10) hours each;
  - (iii) Part-time Employees between zero point thirty-eight (0.38) and zero point fifty-nine (0.59) FTE shall be entitled to one (1) day of up to ten (10) hours.
- (c) Personal leave days are granted per incident as a full day.
- (d) Any personal leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1 of each year shall not receive personal leave days until April 1<sup>st</sup> the following year.

### **20.10 Compassionate Care Leave**

- (a) An Employee who has completed his/her probationary period shall, upon his/her written request, be granted Compassionate Care Leave to attend to the care of a critically ill immediate family member. Compassionate Care Leave shall be without pay or benefits. Immediate family of the employee is defined as spouse, parent, child, brother, sister, grandparent, grandchild, fiancé. Step-parent, step-children, step-brother, and step-sister 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 leave is requested.

- (b) An Employee absent on Compassionate Care Leave shall provide the Employer with two (2) weeks' written advance notice of his/her return to working which the Employer will reinstate him/her in the same position held by him/her immediately prior to taking such leave and at the same step in the salary scale or provide him/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 him/her up to the date he/she commenced the leave.

#### **ARTICLE 21: BULLETIN BOARD SPACE**

- 21.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where the Union may be permitted to post notices of meetings and other such 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 22: EVALUATIONS AND PERSONNEL FILES**

- 22.01 The parties to this Collective Agreement recognize the desirability of Employee evaluations. Such evaluation shall be conducted at least on an annual basis.
- 22.02 All such evaluations shall be in writing.
- 22.03 Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with at least forty-eight (48) hours' notice. The Employee may review her personnel file prior to the interview if requested. The Employee may sign his evaluation for the purpose of indicating that he is aware of its contents. The Employee shall be given a copy of his evaluation document. The Employee shall have the right to respond, in writing, within seven (7) calendar days of the interview and his reply shall be placed in his personnel file.
- 22.04 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 privacy legislation, without the written consent of the employee.
- 22.05 Notwithstanding Article 22.03, 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 a Union representative when viewing his personnel file.

22.06 The Employee shall be given a copy of requested documents from his file provided that he first pays to the Employer a reasonable fee to cover the cost of copying which fee shall be established by the Employer.

### **ARTICLE 23: DISCIPLINE AND DISMISSAL**

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

23.02 The Employer and the Union acknowledge that performance issues may require the intervention of management to communicate corrective action. In such circumstances, the Employer may use a verbal warning in an attempt to resolve these concerns.

23.03 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee with a copy to the Director of Labour Relations of the Union or designate within ten (10) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

23.04 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Labour Relations Officer of the Union or designate within ten (10) 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 the Employer's right to take further action during said period should the Employee's performance so warrant.

23.05 The procedure stated in Articles 23.02 and 23.03 does not prevent immediate suspension or dismissal for just cause.

23.06 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 seven (7) working days.

23.07 All 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.

- 23.08 An Employee who is dismissed shall receive his termination entitlements at the time he leaves.
- 23.09 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. The Employer shall confirm, in writing, to the Employee that such action has been effected.
- 23.10 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 16.
- 23.11 Where circumstances permit, the Employer may schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours as well as information as to the nature of the meeting. At such discussion an Employee may be accompanied by a representative of the Union. Where possible, such meeting will occur when the Employee is on a scheduled working day.

#### **ARTICLE 24: RESIGNATION/TERMINATION**

- 24.01 An Employee shall give to the Employer thirty (30) calendar days' notice of his desire to terminate his employment.
- 24.02 An Employee who voluntarily leaves the employ of the Employer 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.
- 24.03 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 Act*, unless termination is due to a cause which is acceptable to the Employer.
- 24.04 An Employee shall be considered to be terminated 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 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 25: JOB DESCRIPTIONS**

- 25.01 Copies of job descriptions for all positions in this bargaining unit shall be available to each Employee upon request.
- 25.02 Upon request, the Employer will provide the Union 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 26: LAYOFF AND RECALL**

- 26.01 In case it becomes necessary to reduce the work force by:
- (a) reduction in the number of Employees; or
  - (b) 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 a natural peril, 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.
- 26.02 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.
- 26.03 When recalling Employees, recalls shall be carried out in order of seniority provided the Employee is capable and qualified of performing work required.
- 26.04 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.
- 26.05 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.

- 26.06 It is understood that the Employer may hire Employees from any source to fill operational requirements pending the return to work of a recalled Employee.
- 26.07 The Employer 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.
- 26.08 No new Regular or Temporary Employees will be hired while there are other Employees on layoff as long as laid-off Employees are qualified and capable of performing the work required.
- 26.09 An Employee laid off due to staff reductions shall, when laid off, file his address with the Employer and thereafter keep them informed of any change of address.
- 26.10 Employees who are issued a layoff will, within fourteen (14) days, be eligible for the benefits listed in the Letter of Understanding # 1 (Severance).
- 26.11 An Employee whose eligibility for recall expires will also be eligible for the provisions of Letter of Understanding # 1 (Severance).

#### **ARTICLE 27: SALARIES**

- 27.01 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.
- 27.02 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.
- 27.03 Effective on the dates specified, salaries for Employees covered by this Collective Agreement shall be as listed in the Salaries Appendix.
- 27.04 When possible, the Employer shall pay to the employees their wages through the direct deposit system of a financial institution of the employee's choice.

27.05 The Employer shall provide employees with a detailed pay stub that includes accurate amounts paid in salary and benefits, including deductions with accumulated totals for the year. Any changes to the payroll process will be referred to Employee-Management Advisory Committee, as per Article 48.

### **ARTICLE 28: RECOGNITION OF PREVIOUS EXPERIENCE**

28.01 Salary recognition shall be granted for experience satisfactory to Employer, 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 three (3) years;
- (b) two (2) annual increments for two (2) years' experience within the last four (4) years;
- (c) three (3) annual increments for three (3) years' experience within the last five (5) years;
- (d) four (4) annual increments for four (4) years' experience within the last six (6) years;
- (e) five (5) annual increments for five (5) years' experience within the last seven (7) years;
- (f) six (6) annual increments for six (6) years' experience within the last eight (8) years.

28.02 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.

28.03 This Article shall be applicable to all employees actively in the hire of the Employer as of the date of ratification.

### **ARTICLE 29: COURT APPEARANCE**

29.01 An Employee required by law to appear in court as a member of a jury, or for jury selection, or as a 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. Any other reasonable costs associated with these court duties will be reimbursed.

29.02 It is agreed that where an Employee is subpoenaed as a witness as a direct result of his regular duties with the Employer, he shall not suffer any loss of pay



while so serving when the witness duty coincides with a regularly scheduled on-duty Shift. Should any Employee be required to serve as a witness in any case arising as a result of his regular duties with the Employer on his scheduled day(s) off he shall be paid at the rate of two times (2X) his basic rate for all hours so served on the basis of a ten (10) hour day.

29.03 When a Casual Employee, as a result of his or her duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, he or she shall be paid at the Basic Rate of Pay for such appearance.

### **ARTICLE 30: UNIFORM AND CLOTHING**

30.01 The following clothing and equipment shall be supplied by the Employer to each Employee upon commencement of employment:

- (a) one (1) three-way parka (Full Time Employee only);
- (b) one (1) winter hat;
- (c) four (4) sets of pants for Full-Time, two (2) for a Regular Casual and Casual Employee;
- (d) upon the completion of probation, Full Time Employees shall be entitled to be reimbursed of up to a maximum of two hundred dollars (\$200) for one (1) pair of CSA approved, or equivalent, work boots upon provision of a receipt.
- (e) four (4) uniform shirts for Full-Time Employees, two (2) shirts for a Regular Casuals and Casual Employee;
- (f) four (4) long- or short-sleeved T-shirts for Full-time Employees, two (2) for a Regular Casual or Casual Employee);
- (g) one (1) equipment bag (Full-time Employee only); and
- (h) two (2) job shirt (Full-time Employee only).

All clothing and equipment where appropriate shall have the service logo or flash.

30.02 All clothing and equipment for Full-Time and Regular Casual Employees shall be replaced by the Employer subject to approval.

30.03 (a) Upon termination for any reason, all clothing and equipment issued to an Employee must be returned to the Employer in a clean and serviceable

condition by the Employee. Failure to return same will result in the Employer deducting an amount equal to the replacement cost of the items from the Employee's final pay cheque (excluding footwear).

(b) All clothing to be purchased shall be approved by the Clothing Committee.

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

30.05 The Clothing Committee shall consist of one (1) representative from management and one (1) representative from the bargaining unit. At least one representative from each of the bargaining unit and management shall attend committee meetings when scheduled. This Committee shall be established within thirty (30) days of the signing of this Collective Agreement. The Committee will establish terms of reference.

#### **ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY**

31.01 No Employee shall be expected to operate equipment, administer drugs, or use any new technique until trained in that particular procedure or technique. An Employee may during the training period administer, use, or operate as stated above under direct supervision of a qualified employee.

31.02 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Safety equipment and devices will be provided where deemed necessary by the Employer, and will include:

(a) Establishing a Safe Patient/Client handling program that provides equipment appropriate to industry standards to minimize hazardous manual patient/client lifting and handling.

(b) The Employer must make available the highest protective level of safety engineered sharps or needle-less systems and ensure that they are used.

(c) The Employer must apply the precautionary principle of using the appropriate level of personal protective equipment.

(d) The creation of policies and procedures to address Working Alone and Violence including abuse and harassment which are in addition to the current provisions of the Alberta OHS Code or the current collective agreement.

31.03 The Employer will endeavor to address any occupational health and safety issues brought to its attention by employees.

- 31.04 If such issues are not dealt with to the Employee's satisfaction, the employee shall have the right to have their recommendations presented to Stettler and District Ambulance Association.
- 31.05 Where the Employer requires that the Employee receive specific immunization and titer, as a result of or related to his/her work, it shall be provided at no cost.

## **ARTICLE 32: DUTY INCURRED EXPENSES**

- 32.01 When an Employee is required to standby at a location or event or who is dispatched on ambulance service involving travel beyond forty (40) kilometers from the station and for a period of greater than five (5) hours, the Employee shall receive a fifteen dollar (\$15.00) per meal allowance to a maximum of forty-five (\$45.00) per day. No receipts are required.
- 32.02 Notwithstanding article 32.02, in the event that the collective agreement negotiated between Alberta Health Services and HSAA for the Provincial Agreement changes the hours, distances or allowances set out in that agreement for similar reimbursement, article 32.02 shall be deemed to be amended to match such changed hours or distances from the date of ratification of the Provincial Agreement (but shall not apply retroactively). In the event that the said clause changes in any other manner (so as to change the method of calculation, or eligibility for reimbursement), article 32.02 of this Agreement shall continue to apply without amendment.
- 32.03 Employees that are asked to use their personal vehicles on the behalf of the Employer will be reimbursed at the rate of fifty-four cents (\$0.54) ~~two (52) cents~~ per kilometer or the highest non-taxable per kilometre rate allowed by Canada Revenue Agency, whichever is higher.

## **ARTICLE 33: GRIEVANCE PROCEDURE**

### **33.01 Definition of Time Periods**

- (a) For the purpose of this Article and Article 34, 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 16.
- (b) Time limits may be extended by mutual agreement, in writing between the Union and the Employer.

### **33.02 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 (their) Manager. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
- (ii) In the event that the difference is of a general nature affecting two or more Employees, those so affected may have the Union, on their behalf, make written request to the Board that the grievance be batched and dealt with as a group grievance commencing at Step 1. A request to batch such grievances will not be unreasonably denied.

(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 Managers, 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 Manager 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 Manager, the grievance may be advanced to Step 2 by submitting to 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 this grievance, the representative of the Union shall arrange to meet with the Board or his designate to hear the details concerning the grievance. The Board or designate, shall render his decision, in writing, to the Union and the grievor within seven (7) days of receipt of the written statement of grievance.

(d) Step 3

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within seven (7) days of the receipt of the decision 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. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

- (e) 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.
- (f) An Employee shall be entitled to have a representative of the Local Unit or any duly accredited Officer of the Union present during any meeting pursuant to this grievance procedure.
- (g) A dismissal grievance shall commence at Step 2.

### 33.03 **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 Manager. If the difference is not resolved in this manner, it may become a policy grievance.

#### (b) Step 1

A “policy grievance” is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. A policy grievance shall be submitted, in writing, to the Manager 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 Manager or his designate within ten (10) days of the occurrence of the act causing the grievance or within ten (10) 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 Manager or his designate shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of grievance.

#### (c) Step 2

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Board or his designate and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

#### 33.04 **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.
  
- (a) 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 parties have mutually agreed, in writing, to extend the time limit.

#### **ARTICLE 34: GRIEVANCE ARBITRATION**

- 34.01 Within seven (7) days following receipt of notification pursuant to Article 33.02 (d) or 33.03 (c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairperson of the Arbitration Board. If they fail to agree, the Director of Mediation Services of Human Resources and Employment of Alberta shall be requested to appoint a Chairperson or a single Arbitrator pursuant to the *Code*.
  
- 34.02 The Arbitration Board or the single Arbitrator, as the case may be, shall hold a hearing of the grievance to determine the difference and, shall render an award in writing as soon as possible after the hearing. The Chairperson of the Arbitration Board shall have authority to render an award with the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the *Code*.
  
- 34.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement; however, where a Board of Arbitration or 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.
  
- 34.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the parties.
  
- 34.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by both parties.

## **ARTICLE 35: NEW CLASSIFICATIONS**

- 35.01 If the Employer creates a new classification which belongs in the Bargaining Unit and which may not be included in the Wage Schedule in the Collective Agreement, it shall establish the salary structure and then give written notice to the Union.
- 35.02 If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as established.
- 35.03 If the Union objects to the salary structure established by the Employer, and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.
- 35.04 Failing resolution of the matter by negotiation, within further thirty (30) calendar days of receipt of the notice from the Employer, it may be referred to Arbitration.

## **ARTICLE 36: PENSION PLAN**

- 36.01 The Employer shall contribute to the Local Authorities Pension Plan, or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees provided they are scheduled to work at least twenty-four (24) 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 by the Employer to each eligible Employee.
- 36.02 The Employer agrees that, in accordance with LAPP regulations in effect as of the date of ratification of this Collective Agreement, where the Employee requests within one (1) year of the Employee's date of joining the LAPP (having remained with the same Employer) to have the employee's waiting period recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the lesser of the waiting period or the first (1st) year of service. This provision shall change in accordance with LAPP regulations.

## **ARTICLE 37: MEDICAL EXAMINATION AND ACP DUES**

- 37.01 The Employer shall pay the medical fee on behalf of ambulance services Regular Casual Employees required to maintain a Class 4 driver's license. Such examinations shall be arranged by the Regular Casual Employee. No compensation will be received if the Regular Casual Employee is employed full-time at another EMS service.

- 37.02 ACP Dues will be paid for all Regular Casual Employees. (No compensation will be received if the Regular Casual Employee is employed full-time at another EMS service.)
- 37.03 Should a Casual Employee resign within one (1) year of payment of ACP dues, the Employee will remit the pro-rated balance of the ACP dues.
- 37.04 Full-time Regular Employees may access their Flexible Spending Account to cover these expenses.

### **ARTICLE 38: CASUAL EMPLOYEES**

38.01 Article 2 - Applies to Casual Employees with the exception of Article 2.13 - "Seniority." Casual employees do not accumulate seniority pursuant to this Collective Agreement.

#### **38.02 Calculation of Earnings**

All Casual Employee shall be entitled to an increment on the completion of 1825 hours of work and a further increment on the completion of each period of 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 six hundred (600) 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.

#### **38.03 Vacation With Pay**

- (a) Casual Employees shall be paid, in addition to his basic rate, a percentage of pay based on their annual hours that is equivalent to the full-time vacation allotments as noted in Article 15.
- (b) A Casual Employee shall be entitled to additional vacation pay during their subsequent years of employment to make them equivalent to the full-time employees based on their years of service.

#### **38.04 Named Holidays**

- (a) A Casual Employee required to work on a named holiday, as listed in Article 16, shall be paid at two times (2X) his basic hourly rate for all hours worked on the named holiday.



- (b) A Casual Employee shall be paid in addition to his basic rate of pay, five decimal two percent (5.2%) of his basic rate of pay in lieu of named holidays, as per holidays listed in Article 16.01.

**38.05 Recognition of Previous Experience**

Salary recognition shall be granted for Casual employees as per Article 28.01 of this collective agreement.

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

Article 8: Probationary Period

Article 9: Hours of Work

Article 17: Sick Leave

Article 19: Employee Benefit Plan

Article 20: Leaves of Absence

Article 23: Discipline and Dismissal

Article 24: Resignation/Termination

Article 26: Layoff and Recall

Article 37: Pension Plan

Article 38: Medical Examination and ACP Dues

- 38.07 A Casual Employee will receive overtime at applicable premium rates (Article 10) for any hours worked in excess of ten (10) hours in a day, or in excess of forty (40) hours in a seven (7) calendar day period.
- 38.08 The Employer shall maintain its records regarding the scheduling of Casual Employees for a period of not less than 6 months and shall, upon 48 hours notice, provide copies of such records to Union upon request in writing.

**ARTICLE 39: VACCINATIONS**

- 39.01 The Employer shall pay all costs associated with Employees receiving any vaccination required by the Employer.

**ARTICLE 40: COPIES OF COLLECTIVE AGREEMENT**

- 40.01 A copy of this Collective Agreement shall be made available to each Employee as soon as possible after ratification and signing.
- 40.02 The size format and number of copies of this Collective Agreement will be mutually decided upon, and the printing costs shared equally between the Union and the Employer.

## **ARTICLE 41: CONTRACTING OUT**

- 41.01 Where the Employer finds it necessary to transfer, assign, subcontract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Union three (3) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected Employees.
- 41.02 The parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absence, transfers and voluntary separation programs, including early retirement, job sharing or severance (see Letter of Understanding # 1) in order to minimize the impact on Employees.
- 41.03 The Employer will make every effort to ensure the new contractor acquires the bargaining unit Employees and that the collective agreement prevails to protect these Employees.
- 41.04 If the provisions of 41.02 or 41.03 cannot be utilized, then Employees will have access to the options provided in Article 26 (Layoff and Recall) or Letter of understanding # 1 (Severance).

## **ARTICLE 42: JOB SHARING**

- 42.01 Subject to Article 3.02 of this collective agreement, the Employee or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the Employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Employee.

## **ARTICLE 43: REGULATORY PRACTICE REVIEW PROCEDURE**

- 43.01 The Parties recognize that the technical and professional paramedical professions are required to practice within their regulatory standards of practice.
- 43.02 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.
- 43.03 The Parties therefore agree as follows:

(a) 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.

(b) 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 Director of the Department or designate.

(c) 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 Director of the Department or designate will communicate the outcome to the Employee.

(d) Evaluation

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

#### **ARTICLE 44: OVER/UNDER PAYMENT**

44.01 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 following pay day.

If an under payment is not corrected by the second following pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 33. In the case of an overpayment, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by

deducting up to ten percent (10%) of the Employee's gross earnings per pay period until the overpayment has been recovered.

#### **ARTICLE 45: IN SERVICE PROGRAMS**

45.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such education lies not only with the Employer but also with the Employee. For the purpose of this article the term "In-Service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

45.02 The Employer reserves the right to identify certain specific in-service sessions as compulsory for Employees and those required to attend such sessions shall be paid at their basic rate of pay, unless their Active Duty worked in the relevant week are more than forty (40) hours, in which case the Employee shall be paid at the overtime Rate of Pay.

#### **ARTICLE 46: SPECIAL EVENTS AND FUNCTIONS ON SCHEDULED DAYS OFF**

46.01 At the request of the Employer, an Employee may volunteer to work on their scheduled day off at any of the following special event functions including:

- Teaching
- Meetings
- Committees
- Public Events
- Not for Profit Organization Events

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

#### **ARTICLE 47: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE**

The parties to this Agreement recognize the benefits which can be derived from an Employee/Management Committee ("Committee").

The Committee will meet approximately once a quarter or more frequently as necessary. Every effort will be made by the Union Local Unit and the Employer to give advance notice of items for the agenda to facilitate the effectiveness of the Committee. This meeting shall be convened during working hours of committee members, if operational requirements permit. Union Local Unit Committee members will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings, except such compensation shall not apply for time spent out of normal scheduled hours.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**

(hereinafter called the "Employer")

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter called the "Union")

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Employees, as defined in Item 3 of this Letter of Understanding.
  - (a) A regular Full-time Employee shall be eligible for severance pay in the amount of 80 hours full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of eight hundred (800) hours pay.
  - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of eighty (80) hours pay at their basic rate of pay for each full year worked, prorated to their full time equivalency, to a maximum of eight hundred (800) hours pay.
  - (c) Casual employees will be paid eighty (80) hours at their hourly rate when their average number of hours over the previous twelve (12) month period is determined. This calculation will then be used to determine the final amount owed as in (b) above.
  - (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 26 and for whom no alternate vacant position is available, shall have the option to select either of:
  - (a) Layoff with recall rights as specified in Article 26 of the Collective Agreement; or

(b) Severance in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. 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 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 26 of this collective agreement.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**  
(hereinafter called the "Employer")

**AND**

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

**RE: OUT-OF-SCOPE MANAGER**

Subject to the terms of this letter, the Union will not challenge nor initiate any action regarding the out-of-scope manager's work in the bargaining unit.

The parties agree that the out-of-scope manager may cover shifts when required to do so by an Emergency or when no in-scope Employees in the applicable classification are available, when replacing a vacant shift.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**

(hereinafter called the "Employer")

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter called the "Union")

**RE: FLEXIBLE SPENDING ACCOUNT**

1. Establishment of Flexible Spending Account (FSA)

The Employer agrees to maintain an FSA in each year of this Collective Agreement. Such account replaces the current provisions of the Collective Agreement for Full-Time Employees.

2. Eligibility

(a) An FSA shall be implemented for all Employees eligible for benefits in accordance with Article 19 Employee Benefit Plans and Temporary Full-time Employees.

(b) A Full-time Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTE's).

3. Calculation

The FSA will be calculated as follows:

i) Effective January 1, 2017, two thousand seven hundred and fifty dollars (\$2750.00) to be allocated to each eligible Employee;

ii) Effective January 1, 2018, two thousand seven hundred and fifty dollars (\$2750.00) to be allocated to each eligible Employee;

iii) Effective January 1, 2019, two thousand seven hundred and fifty dollars (\$2750.00) to be allocated to each eligible Employee.



#### 4. 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;
  - (iv) books or publications;
  - (v) software; and
  - (vi) late fees and penalties.
- (b) Reimbursement for the cost of professional registration (ACP Dues) and medical examination fees or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and the Union/Association Joint Communication on Eligibility as amended by those parties from time to time, and which are not covered by the benefit plans specified in Article 19.03 of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employee.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment, pursuant to the eligibility requirements set out in the Union/Association Joint Communication on Eligibility, as amended by those parties from time to time.
- (f) Family care including day care and elder care.

5. Allocation

- (a) By December 1<sup>st</sup> (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 31<sup>st</sup> 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.

6. Implementation

- (a) Where the Employer 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 the Union.
- (b) Where the Employer 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 the Union.
- (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.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #4  
BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**  
(hereinafter called the "Employer")

**AND**

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

**RE: INCLUSION OF PART-TIME EMPLOYEES IN THE BARGAINING UNIT**

Whereas there are currently no Part-time Employees included in this bargaining unit and:

Whereas the Parties have therefore not included collective agreement language in the current collective agreement to deal with Part-time Employees:

Now therefore the Parties agree that pursuant to Article 1.03 of this agreement, and at such time as Part-time Employees may become part of the bargaining unit, the Employer shall provide Union with reasonable notice of such inclusion. The Parties agree to meet within the notice period, and for any required period of time thereafter, for the purpose of discussing and establishing appropriate language in the collective agreement as it relates to Part-time Employees.

No Part-time positions may be included in the bargaining unit until the Parties have agreed upon appropriate terms and conditions of employment, or until such terms and conditions are imposed upon the Parties.

Should the Parties fail to agree with regard to such proposals, the matter may be referred to a third-party mediation or binding arbitration process to resolve any outstanding issues.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**

(hereinafter called the "Employer")

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter called the "Union ")

**RE: FATIGUE**

The parties agree that should Alberta Health Services(AHS) and the Health Sciences Association of Alberta (HSAA) agree to revise the maximum hours of work and minimum rest period (i.e. currently 16 maximum hours with an 8 hour rest period) in Article 13.08 of the Local Conditions applicable to Emergency Medical Services in the Collective Agreement between AHS and HSAA during the current (2017) round of negotiations, at any time during the currency of this agreement, the Employer will make the same revisions with respect to the hours in Article 10.05 in the 2016 – 2019 collective agreement between Stettler and District Ambulance and HSAA.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**STETTLER AND DISTRICT AMBULANCE**

(hereinafter called the "Employer")

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter called the "Union ")

**RE: BENEFIT ELIGIBLE CASUAL EMPLOYEES (BECE)**

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

NOW THEREFORE THE Parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of at least zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for prepaid health benefits pursuant to Article 19 and the pension plan pursuant to Article 36 as amended below. Unless otherwise specified below, the provisions for casual employees in Article 38 shall apply.
2. (a) BECE Implementation
  - (i) A Casual Employee may request to become a BECE of at least a zero point four (0.4) FTE.
  - (ii) The Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed FTE of at least zero point four (0.4).
  - (iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.
- (b) BECE Termination
  - (i) A BECE may revert to casual status by providing the Employer with twenty-eight (28) days written notice of his intention to revert to casual status; or

- (ii) The Employer may terminate the BECE position with twenty-eight (28) days written notice to the Employee, in which case the BECE shall revert to casual status.

3. Scheduling of BECE Shifts

- (a) The Employee will provide the Employer with his shift availability and shift choices over a four (4) week period. The Employee shall provide availability of at least zero point two (0.2) greater than their assigned FTE.
- (b) The Employer shall confirm assigned shifts with the BECE. The Employee shall be assigned shifts in accordance with the availability provided by the Employee and within the parameters outlined in point 2(a)(iii).
- (c) Where possible, the Employer shall confirm the Employee's shifts (based on the Employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the Employee's basic rate of pay.
- (d) Where an Employee works a shift(s) over and above their assigned FTE, Article 38 shall apply.

4. Sick Leave shall not apply to BECE's.

5. Vacation pay and entitlements and Named Holiday entitlement for BECE's shall be in accordance with the provisions of Article 38.

6. If a request for a BECE is denied, the Employer will provide to the Employee the rationale for the decision within twenty-eight (28) days.

This Letter of Understanding will expire March 31, 2019 or upon the date of ratification of the next Collective Agreement, whichever is later.

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**PREMIUM ON-CALL APPENDIX A**

\$4.50/hour

**ON-CALL APPENDIX B**

\$3.30/hour

The parties agree that the above-noted on-call rates of pay shall be amended to reflect any change made to the same rates in the Provincial Agreement between Alberta Health Services and HSAA, effective from the date of ratification of that agreement (but not retroactively).



## SALARIES APPENDIX

<b>Classification</b>	<b>Start</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	
<b>Paramedic</b>							
April 1, 2015 (1.25%)	\$33.33	\$35.44	\$37.54	\$39.65	\$41.76	\$43.87	
April 1, 2016 (2%)	\$34.00	\$36.15	\$38.29	\$40.44	\$42.60	\$44.75	
April 1, 2017							
April 1, 2018							
<b>Emergency Medical Technician</b>							
April 1, 2015 (1.25%)	\$26.71	\$28.11	\$29.51	\$30.91	\$32.32	\$33.73	
April 1, 2016 (2%)	\$27.24	\$28.67	\$30.10	\$31.53	\$32.97	\$34.40	
April 1, 2017							
April 1, 2018							

Effective April 1, 2017, the salaries shall be adjusted by the same percentage as negotiated between Alberta Health Services and HSAA effective April 1, 2017.

Effective April 1, 2018, the salaries shall be adjusted by the same percentage as negotiated between Alberta Health Services and HSAA effective April 1, 2018.

### **Retroactive Lump Sum Payment**

In lieu of retroactivity for the adjustments to the Employees' wages and other compensation, Employees shall receive a lump sum payment on the first (1<sup>st</sup>) pay period following ratification of this collective agreement, as follows:

- (a) For each Full Time Employee, one thousand and seven hundred and fifty dollars (\$1750.00);
- (b) For each Regular Casual Employee, one thousand dollars (\$1000.00); and
- (c) For each Casual Employee, two hundred and fifty dollars (\$250.00).

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 STETTLER AND  
DISTRICT AMBULANCE ASSOCIATION

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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