

**COLLECTIVE AGREEMENT**

**BINDING**

**PRAIRIE EMERGENCY  
MEDICAL SYSTEMS INC.**

**AND**

**THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA**

**(ALL AMBULANCE ATTENDANTS)**

**FOR THE PERIOD**

**APRIL 1, 2014 TO MARCH 31, 2017**

## Table of Contents

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT .....	1
ARTICLE 2 – DEFINITIONS .....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 - RECOGNITION.....	4
ARTICLE 5 – NON-DISCRIMINATION .....	5
ARTICLE 6 - UNION SECURITY AND CHECKOFF OF UNION DUES.....	5
ARTICLE 7 - NO STRIKE OR LOCK OUT .....	6
ARTICLE 8 - GRIEVANCE PROCEDURE .....	6
ARTICLE 9 - ARBITRATION.....	10
ARTICLE 10 - BULLETIN BOARDS.....	11
ARTICLE 11 - PROBATIONARY PERIOD.....	11
ARTICLE 12 - HOURS OF WORK.....	12
ARTICLE 13 – OVERTIME .....	15
ARTICLE 14 - ON-CALL DUTY.....	17
ARTICLE 15 – WEEKEND PREMIUM .....	17
ARTICLE 16 - SENIORITY.....	17
ARTICLE 17 - LAYOFF AND RECALL.....	18
ARTICLE 18 - PROMOTIONS VACANCIES AND TRANSFERS.....	21
ARTICLE 19 - NAMED HOLIDAYS .....	23
ARTICLE 20 - ANNUAL VACATION .....	26
ARTICLE 21 - LEAVES OF ABSENCE .....	28
ARTICLE 22 - JOB CLASSIFICATIONS .....	35
ARTICLE 23 - JOB DESCRIPTIONS .....	36
ARTICLE 24 - SICK LEAVE .....	36
ARTICLE 25 - DISCIPLINE AND DISMISSAL .....	38
ARTICLE 26 - RESIGNATION/TERMINATION.....	39
ARTICLE 27 - SALARIES .....	40
ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE .....	41
ARTICLE 29 - UNIFORM AND CLOTHING ISSUE.....	42

ARTICLE 30 - DUTY-INCURRED EXPENSES .....	44
ARTICLE 31 - TEMPORARY ASSIGNMENTS .....	45
ARTICLE 32 - WORKERS' COMPENSATION .....	45
ARTICLE 33 - EMPLOYEE BENEFIT PLANS .....	46
ARTICLE 34 - GROUP RRSP PLAN.....	49
ARTICLE 35 - OVER/UNDER PAYMENTS .....	50
ARTICLE 36 - CONTRACTING OUT .....	51
ARTICLE 37 – EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE.....	51
ARTICLE 38 - COURT APPEARANCE.....	51
ARTICLE 39 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES .....	52
ARTICLE 40 - EVALUATION AND PERSONNEL FILES.....	53
ARTICLE 41 - OCCUPATIONAL HEALTH AND SAFETY .....	53
ARTICLE 42 - PROTECTIVE CLOTHING.....	54
ARTICLE 43 - COPIES OF COLLECTIVE AGREEMENT.....	54
ARTICLE 44 – CRITICAL INCIDENT STRESS MANAGEMENT .....	55
HSA/PRAIRIE EMS SALARY SCALE.....	56
APPENDIX 1 .....	59

THIS COLLECTIVE AGREEMENT MADE THIS 25th DAY OF February, A.D. 2015

PRAIRIE EMERGENCY MEDICAL SYSTEMS INC.  
(PRAIRIE EMS)  
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(Hereinafter referred to as the "Association")

OF THE SECOND PART

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

- 1.01 Except where specifically provided otherwise, the term of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Prairie Emergency Medical Systems Inc. exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2017, and from year to year thereafter unless notice in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 The Employer and the Association may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.

#### **ARTICLE 2 – DEFINITIONS**

- 2.01 "Employee" means any person employed in the bargaining unit referred to in Article 4.01 or who performs functions of an ambulance attendant nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 22.
- 2.02 "Code" means the Labour Relations Code as amended from time to time.

- 2.03 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.04 “Association” means the Health Sciences Association of Alberta.
- 2.05 “Employer” shall mean Prairie Emergency Medical Systems Inc. (Prairie EMS).
- 2.06 “Basic Rate of Pay” is the step in the Salary Scale applicable to the Employee as set out in the Salary Scale exclusive of all allowance and premium payments.
- 2.07 “Shift” means a daily work period exclusive of overtime hours.
- 2.08 “Month” is the period of time between the date in one month and the preceding date in the following month.
- 2.09 “Mediation” shall take meaning from the section of the Code dealing with resolution of a difference.
- 2.10 Where the masculine gender is used herein it shall mean and include the feminine gender and similarly the singular shall mean and include the plural as the context may require.
- 2.11 “Registered Emergency Medical Technologist” - Paramedic (EMT-P) is one who has successfully completed a course of studies in a recognized training institute and who is temporarily or permanently registered with the Alberta College of Paramedics as per the Health Disciplines Act or Health Professions Act, as applicable, as an Emergency Medical Technologist - Paramedic (EMT-P).
- 2.12 “Registered Emergency Medical Technician” (EMT) is one who has successfully completed a course of studies in a recognized training institute and who is temporarily or permanently registered with the Alberta College of Paramedics as per the Health Disciplines Act or Health Professions Act, as applicable, as an Emergency Medical Technician (EMT).
- 2.13 “Registered Emergency Medical Responder” (EMR) is one who has successfully completed a course of studies in a recognized training institute and who is temporarily or permanently registered with the Alberta College of Paramedics as per the Health Disciplines Act or Health Professions Act as an Emergency Medical Responder (EMR).
- 2.14 “Vacation” means annual vacation with pay.
- 2.15 “Vacation year” means the twelve (12) month period commencing on the first day of Employment and annually thereafter.
- 2.16 All Employees shall be designated as follows:

- (a) A "Regular Employee" shall mean a person who is employed either to work on a Full Time or Part Time basis on regularly scheduled shifts of a continuing nature.
  - (i) A Full-time Employee is one who is hired to work the full specified hours in the Hours of Work Article of this Collective Agreement.
  - (ii) A Part-time Employee is one who works scheduled shifts whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement and will be zero point five (0.5) full-time equivalent (FTE) or greater.
- (b) Casual Employee is a person who:
  - (i) works on a call-in basis; or
  - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (iii) relieves for an absence the duration of which is three (3) months or less.
- (c) Temporary Employee is one who is hired on a temporary basis for a full-time or part-time position;
  - (i) for a specific job of more than three (3) months;
  - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a full-time or part-time Employee who is on a leave of absence due to an illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

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

2.18 "G.M." shall mean General Manager or management designate responsible for the Prairie Emergency Medical Systems Inc.

2.19 "Service Area" means the collection of communities and municipalities that the Employer is traditionally responsible for providing coverage to.

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

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Association acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff and recall;
  - (e) demote, discipline, suspend or discharge for just cause.

### **ARTICLE 4 - RECOGNITION**

- 4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board as "All Ambulance Attendants" and any amendments thereto.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the G.M. or designate of the Employer and the Association.
- 4.04 An employee shall not engage in Association business during working hours without the prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so is granted by the Employer.

- 4.06 A representative of the Association shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Association, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation.
- 4.07 The name of the Local Unit Representatives shall be supplied in writing by the Association to the Employer before he is recognized as the Association Local Unit Representative.
- 4.08 No persons, other than members of the bargaining unit, shall perform bargaining unit work, except for the purposes of instruction, when bargaining unit employees are not available, or in emergency scheduling, and provided it does not reduce the hours of work or pay for any bargaining unit employee. For the purposes of Article 4.08 if a shift is unfilled fourteen (14) days prior to the start of the shift such shift may be filled by a non bargaining unit employee, however the shift will still be available to bargaining unit members at straight time.

#### **ARTICLE 5 – NON-DISCRIMINATION**

- 5.01 There shall be no discrimination restriction or coercion practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, age, family status, place of residence, nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an employee or Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.

#### **ARTICLE 6 - UNION SECURITY AND CHECKOFF OF UNION DUES**

- 6.01 Membership in the Association is voluntary;
- (a) Notwithstanding the provisions of Article 6.01, the Employer will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the Association, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Association, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification of the employees from whom deductions have been taken and the amount of the deductions. Such list shall indicate newly hired and terminated employees, and, where the existing computer system is capable, status of employees, the increment level and employees



reclassified, promoted or transferred outside the scope of this Collective Agreement.

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

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

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

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

##### **8.01 Definition of Time Periods**

- (a) For the purpose of this Article and Article 9, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 19.
- (b) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

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

- (a) **Formal Discussion**

- (i) If a difference arises between one or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with the G.M. or his designate. If it is not resolved in this manner, the employee(s) shall seek the advice and help of the Association representative. If it becomes a grievance, it will be submitted in writing and delivered to the Employer through the Association.

Grievances will indicate:

- (A) the nature of the grievance;
- (B) the clause or clauses claimed to have been violated;
- (C) the redress sought.
  - (I) However, the mandatory formal discussion stage set out in Article 8.02(a)(i), shall be bypassed when the employee has been given a letter of discipline pursuant to Article 25.
  - (II) In the event that the difference is of a general nature affecting two or more employees, the Employer and the Association may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

**(b) Step 1**

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the G.M. 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 G.M. shall be made known to the Employee and the Association within ten (10) days of receipt of the written statement of grievance.

**(c) Step 2**

Should a grievance not be resolved at Step 1, the Association may elect to submit the grievance to Mediation. In this case, the Association shall notify the Employer in writing within seven (7) days of receipt of the decision of the G.M. or his designate, that the Association wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be

appointed who shall endeavour to mediate a settlement. If the parties cannot agree upon a mediator the grievance shall be forwarded to Step 3.

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

(d) **Step 3**

Should a grievance not be resolved through Mediation, if chosen, at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer in writing within seven (7) days of receipt of the decision of the G.M. or his designate, that the Association wishes to proceed to Arbitration, and at the same time the Association shall name its appointee to the Arbitration Board. Within seven (7) days of the G.M. receiving such written notice, the G.M. shall notify the Association in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

(e) **Default**

- (i) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit,
- (ii) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

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

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

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

8.05 **Resolution of a Difference between the Association 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 Association shall first attempt to resolve the difference through discussion with the G.M. or his designate, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) **Step 1**

A policy grievance shall be submitted, in writing, to the G.M. 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 G.M. or his designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the G.M. or his designate, shall be made known to the Association, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(c) **Step 2**

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

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

(d) **Step 3**

Should a grievance not be resolved through Mediation, if chosen, at Step 3, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer in writing within seven (7) days of receipt of the decision of the G.M. or his designate, that the Association wishes to proceed to Arbitration, and at the same time the

Association shall name its appointee to the Arbitration Board. Within seven (7) days of the G.M. receiving such written notice, the G.M. shall notify the Association in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

## **ARTICLE 9 - ARBITRATION**

- 9.01 The party requesting Arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within seven (7) calendar days of receipt of such written notice, the party so notified will notify the other party of his appointee to the Arbitration Board. The two appointees shall meet as soon as practical; but unless otherwise agreed between the Employer and the Association, within a period of seven (7) calendar days after the appointment of the second of them and jointly select a Chairman.
- 9.02 Where the parties have agreed to have a single Arbitrator act in the place of an Arbitration Board, the party requesting Arbitration shall notify the other party of the name of their proposed Arbitrator. Within seven (7) calendar days of receipt of such written notice, the party so notified will respond and attempt to agree upon an Arbitrator.
- 9.03 If the appointees cannot agree upon a Chairman or the parties cannot agree to a single Arbitrator, or fail to do so, they shall jointly request the Minister of Human Resources and Employment to appoint a qualified person to act as Chairman of the Arbitration Board, or single Arbitrator.
- 9.04 The Arbitration Board or single Arbitrator shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the term of this Agreement or to deal with any matter not covered by this Agreement. In the event that the Arbitration Board or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all circumstances.
- 9.05 The decision of the Arbitration Board or single Arbitrator shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Association shall equally bear the fee and expense of the Chairman.
- 9.06 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall

have the authority to render an award with or without the concurrence of either of the other members.

- 9.07 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

#### **ARTICLE 10 - BULLETIN BOARDS**

- 10.0 The Employer shall provide a bulletin board for ambulance attendants to be placed in a reasonably accessible location in all stations for the exclusive use of the Association's business. In addition and where requested by the Association, space may be provided on other existing bulletin boards.

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

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

#### **ARTICLE 11 - PROBATIONARY PERIOD**

- 11.01 A newly hired regular or temporary employee shall serve a probationary period of nine hundred and sixty (960) hours of employment, or six (6) months of employment, whichever is the lesser, exclusive of overtime, immediately following the date on which the current period of continuous employment commences.
- 11.02 A newly hired regular or temporary employee shall be considered as contributing up to four hundred and eighty (480) hours of time worked as a casual, excluding overtime, towards the completion of hours of active duty, exclusive of overtime, when hired as, or promoted to, a regular employee position in the same classification. This clause shall apply providing no more than three (3) months have elapsed since he has worked for the Employer.
- 11.03 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by the Association 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.
- 11.04 The Employer shall provide a written evaluation to each probationary employee prior to the completion of this probationary period. If after fair review, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure, provided the decision is made in good faith and is not arbitrary. The Employer will provide ongoing feedback

during probation to identify any concerns or corrective actions that may be needed.

- 11.05 An employee who has completed his probationary period and remains in the Employer's employment, shall not subsequently be placed on probation.
- 11.06 Further to Article 11.01, part-time employees will have completed their probationary period after nine hundred and sixty (960) hours of employment, or six (6) months of employment, whichever is the lesser.

## **ARTICLE 12 - HOURS OF WORK**

Hours of work shall consist of:

### **12.01 Regular Shift**

- (a) Operate under a four (4) platoon system on the basis of two (2) day shifts, two (2) night shifts, followed by four (4) days off.
- (b) Consist of an average of forty four point three one (44.31) hours per work week over one (1) complete shift cycle of four (4) weeks.
- (c) A day shift shall consist of ten (10) hours per shift. A night shift shall consist of fourteen (14) hours per shift.
- (d) Applicable overtime rates will be determined by the provisions outlined in Article 13, after ten (10) hours of work on any day shift and after fourteen (14) hours of work on any night shift.
- (e) Full-time hours of work for a Regular Shift employee shall consist of two thousand three hundred four (2304) hours of work in each year of full-time employment. For the purposes of semi monthly pay the yearly hours of work as identified in Article 12.01(e) shall include Named Holidays as per Article 19.01(a).

### **12.02 Peak Shift**

- (a) Operate under a one (1) platoon system on the basis of five (5) shifts per week, excluding weekends and named holidays.
- (b) Consist of an average of forty (40) hours per work week over one (1) complete shift cycle of four (4) weeks.
- (c) A Peak Shift shall consist of eight (8) hours per shift.
- (d) Applicable overtime rates will be determined by the provisions outlined in

Article 13, after eight (8) hours worked in a day, or forty (40) hours in a week.

- (e) Full-time hours of work for a Peak Shift employee shall consist of two thousand eighty (2080) paid hours of work in each year of full-time employment. There is no requirement for these employees to be on-call.

#### 12.03 **Core Flex Shift**

- (a) Operate under a one (1), two (2) or three (3) platoon system on the basis of four (4) twenty-four (24) hour Core Flex Shifts, followed by four (4) days off.
- (b) Consist of an average of forty (40) hours per work week over one (1) complete shift cycle of four (4) weeks.
- (c) Each twenty-four (24) hour Core Flex Shift shall consist of ten (10) hours per shift compensated at the basic rate of pay which is made up of four (4) "Core Hours" plus six (6) "Flex Hours" and fourteen (14) On-Call hours which are compensated at the applicable On-Call rate of pay.
- (d) "Core Hours" shall consist of four (4) hours of duty in which the employee is compensated at the employee's Basic Rate of Pay in a twenty-four (24) hour shift.
- (e) "Flex Hours" shall consist of six (6) hours of "Active Duty" which shall be applicable during the remaining twenty (20) hours of a shift that are not designated "Core Hours" and which are compensated at the Employee's Basic Rate of Pay. These hours may be cumulative over the full twenty (20) hour period.
- (f) An employee who works in excess of six (6) hours of "Active Duty" over the "Core Hours" in each twenty-four (24) hour shift shall be compensated at the overtime rate of pay referenced in Article 13 (Overtime) for those hours.
- (g) "Active Duty" shall be defined as work assignments of a general nature during which an employee may be assigned to duty outside of their scheduled station or assigned to a specific work assignment within the station.
- (h) Full-time hours of work for a Rural Regular employee shall consist of one thousand nine hundred and twenty (1920) hours of work and two thousand six hundred and eighty-eight (2688) Shift On-Call hours in each year of full-time employment. For the purposes of semi monthly pay the yearly hours of work as identified in Article 12.03(h) shall include Named



Holidays as per Article 19.01(a).

- 12.04 Employees may exchange shifts and/or days off with employees in the same classification provided that:
- (a) both affected employees submit the request utilizing the Divisional Supervisor, giving reasonable notice of forty-eight (48) hours or more; and
  - (b) the Employer approves the exchange; and
  - (c) operational efficiency is not disrupted; and
  - (d) there is no increased cost to the Employer.
  - (e) The shift schedule shall be amended by the Employer to reflect the shifts being exchanged.

Such approval shall not be unreasonably withheld.

- 12.05 Employees called in to work and not required to commence work and/or who work two (2) hours or less shall receive a minimum of three (3) hours at two times (2X) their basic rate of pay.
- 12.06 Where an employee, in the act of responding to, caring for, transporting a patient, or performing routine duties required by the Employer, works more than sixteen (16) hours of Active Duty in a twenty-four (24) hour shift, he shall be entitled to eight (8) consecutive hours of rest, before commencing his scheduled shift, without loss of earnings.
- 12.07 Hours of Work shift for a Casual employee shall be up to twenty four (24) hours for a shift, and shall be:
- (a) A casual employee may work any of the work shifts and rotations as described in Articles 12.01, 12.02 or 12.03 at the applicable rates of pay for casual employees.
  - (b) Overtime rates of pay shall apply to a casual employee as applicable to the shift structure worked by the casual employee when the overtime occurs, as defined in Article 13 (Overtime).
  - (c) On-call rates of pay shall apply to casual employees when applicable to the shift structure being worked by the casual employee, as defined in Article 14 (On-Call Duty).

- 12.08 **Schedule Posting and Schedule Changes**  
(not applicable to Casual Employees)

- (a) Unless otherwise mutually agreed between the Employee and the Employer, or between the Association and the Employer, the shift schedule shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) days' notice of the new Schedule. In the event that an employee's schedule is changed in the new shift schedule and he is not provided with fourteen (14) calendar days' notice, he shall be entitled to premium payment subject to the provisions of Article 12.08 (b) (c), and (d).
- (b) Unless otherwise agreed between the Employee and the Employer, unless an employee is given at least fourteen (14) calendar days' notice of a change of scheduled days off, he shall be paid at two times (2X) his basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.
- (c) Unless otherwise agreed between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes the employee's scheduled shift but not his day off, he shall be paid at the rate of two times (2X) his basic rate of pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been provided.
- (d) Unless otherwise agreed between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes the employee's shift start time by two (2) hours or more, he shall be paid at the rate of two times (2X) his basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

12.09 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, he shall be compensated for that inconvenience by receiving three (3) hours' pay at his basic rate of pay.

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

## **ARTICLE 13 – OVERTIME**

### **13.01 Permanent or Temporary Full Time or Part Time Employees**

Overtime is all hours authorized by the Employer and worked by the Employee

in excess of his regularly scheduled shift, either immediately preceding or following a regularly scheduled shift. Notwithstanding the above, this does not apply to those regular employees who have voluntarily agreed to fill casual shifts as employees listed on a "Voluntary Casual" list. All overtime hours shall be paid at a rate of two times (2X) the Basic Rate of Pay. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of his next regularly scheduled shift.

13.02 Unless given fourteen (14) calendar days' notice of the change, an Employee required by the Employer to work a scheduled day off will receive two times (2X) his basic rate of pay for all hours worked. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of his next regularly scheduled shift.

13.03 An Employee shall be allowed to bank overtime, to a maximum of two (2) shift rotations, to be taken as time off in lieu of payment for overtime. One (1) hour of overtime shall equal two (2) hours lieu time. This time off shall be taken at a time mutually agreed between the Employer and Employee. Responses from the Employer to these requests shall be received in a reasonable amount of time from the application of the request. Banked overtime may be taken in conjunction with scheduled vacation.

#### 13.04 **Overtime for Casual Employees**

(a) Casual "Regular Shift" Employees shall be deemed to be working overtime when required by the Employer to work more than the ten (10) hours per day shift and more than the fourteen (14) hours, per night shift. These employees will be compensated at a rate of two times (2X) the basic rate of pay.

(b) Casual "Peak Shift" employees shall be deemed to be working overtime when required to work more than eight (8) hours per day, or forty (40) hours per week.

(c) Casual "Core Flex Shift" Employees shall be deemed to be working overtime when required by the Employer to work more than the required four (4) "Core Hours" per day shift and six (6) "Flex Hours" combined in a twenty-four (24) hour shift. These employees will be compensated at a rate of two times (2X) the basic rate of pay.

#### 13.05 **Straight Time For Special Assignments**

The following functions shall be considered as straight time assignments:

Municipal Parades  
Teaching

Local School Events  
Trade/Education Fairs

Committee Work  
Bike Squad  
Mall Displays  
Auto Races

Team Leader Meetings  
Concerts  
Rodeos/Equestrian Events  
Car Seat Clinics

An employee, at the request of the Employer, may volunteer to work at any of the above functions. An employee volunteering to work at any of the above functions shall be compensated at his regular rate of pay, and the overtime articles shall not apply. Should any employee not wish to volunteer to work at any of the above functions, such wishes shall not be held against them.

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

#### **ARTICLE 14 - ON-CALL DUTY**

- 14.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, during which the Employee is placed on-call and must be available to respond without undue delay to any request to return to duty and shall include Casual employees.
- 14.02 An employee shall be paid the sum four dollars (\$4.00) per hour for every hour of on-call duty.
- 14.03 An Employee who is "called back" after ten (10) hours of work during on-call duty, or called back after ten (10) hours of work for emergency coverage, in addition to the payment received for being on-call, shall be paid for all hours worked during the call-back at two times (2X) the Employee's basic rate of pay, or for six (6) hours at straight time, whichever is greater. Should the Employee receive another call-back within the time-frame of the first call-back, it shall be considered continuous with the first call-back. An employee called back to duty shall be permitted to leave when normal conditions have been restored.

#### **ARTICLE 15 – WEEKEND PREMIUM**

- 15.01 A weekend premium of three dollars (\$3.00) per hour shall be paid as follows: employees working each hour (or portion thereof) during the period of twenty hundred (2000) hours on a Friday, to zero eight hundred (0800) hours on a Monday. For the purposes of this article, hours worked shall include all core and flex hours, and shall also include overtime hours worked.

#### **ARTICLE 16 - SENIORITY**

- 16.01 (a) The Employer shall provide the Association, within two months of the signing of this Collective Agreement, and in January and July of each year thereafter, a listing of employees in order of seniority. For the purposes of

this first Collective Agreement this list will be established based on the employee's original date of hire with the Employer or its successor organizations, as a regular employee.

- (b) For newly hired regular or temporary employees, seniority with the Employer starts on the date on which the employee commences employment in the bargaining unit.
  - (c) For casual employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by the equivalent annual full-time hours of their new position and converting the result to a s seniority date, but will not precede date of hire with the Employer.
- 16.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 16.01.
- 16.03 Seniority shall be determined on a divisional basis, and shall be the determining factor in:
- (a) preference of vacation time;
  - (b) layoffs and recalls, subject to the qualifications specified in Article 17;
  - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 18.
- 16.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an employee resigns or is terminated from his position with the Employer; or
  - (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
  - (c) if an employee does not return to work on recall to his former classification and full-time equivalency.

#### **ARTICLE 17 - LAYOFF AND RECALL**

- 17.01 (a) In case it becomes necessary to reduce the work force on a divisional basis by

- (i) reduction in the number of employees; or
- (ii) reduction in the number of regularly scheduled hours available to one (1) or more employees,

the Employer will notify the Association and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work his regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available.

- (b) If the Employer proposes to layoff an employee while he is on leave of absence, Workers' Compensation or absent due to illness or injury he shall not be served with notice under sub-article 17.01(a) until he has advised the Employer of his readiness to return to work.
- (c) When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of the Association, if one is available.

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

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

### 17.03 **Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority on a divisional basis provided the employee is qualified and capable of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c) (i) The Employer shall endeavour to offer opportunities for casual work to laid off employees in order of their seniority before assigning the

work to a casual employee, providing the laid off employee is qualified and capable of performing the work required.

- (ii) Notwithstanding the provisions of Article 17.03(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid off employees of the specific location from which the employee was laid off.
  - (iii) A laid off employee may refuse an offer of casual work without adversely affecting his recall status.
  - (iv) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
- (i) work on a call-basis which is not regularly scheduled;
  - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
  - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 16.04, if an employee is recalled for any length of time, other than for Casual Work, then that employee's period of recall rights starts anew.

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

17.05 In the case of layoff, the employee shall accrue sick leave and earned vacation for the first month. The employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

17.06 In the case of layoff in excess of one (1) month's duration, the Employer shall inform the employee that he may make arrangements for the payment of his contributions to the applicable benefit plan, and that he may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 33 subject to the Insurer's requirements.

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

- 18.01 Where the Employer determines the need to fill a vacant bargaining unit position on a permanent basis, such a vacancy shall be posted a minimum of eight (8) calendar days prior to filling the position. The posting shall be in a format and location accessible to all employees.
- 18.02 Where circumstances require the Employer to fill a posted vacancy before the expiry of the eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
- 18.03 Promotion and the filling of vacancies within the bargaining unit shall be based upon qualifications established by the Employer. Employees shall be entitled to bid for posted vacancies by means of written application submitted as directed before the deadline date and time.
- 18.04 In making promotions and filling vacancies, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- 18.05 Subject to Article 18.04 where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit. Where, in the Employer's opinion, there is no bargaining unit applicant who satisfactorily meets the level of qualifications and performance established for the position, the Employer may hire from any source.
- 18.06 The notice of posting referred to in Article 18.01 shall contain the following information:
- (a) duties of the position;
  - (b) qualifications required;
  - (c) hours of work;
  - (d) status of position, and expected term if a temporary position; and
  - (e) salary.
- 18.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, he shall be reinstated in his former position. If such reinstatement is not possible, the employee shall be placed in another suitable position. Such



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

The reinstatement or placement of an employee in accordance with this article or with Article 18.08 shall not be construed as a violation of the posting provisions of Article 18.01.

- (b) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, he shall be reinstated to casual status.
- 18.08 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of up to nine hundred and sixty (960) hours in which to demonstrate his ability to perform the new tasks to the satisfaction of the Employer. Should such an employee fail to succeed or request a transfer back to his former position during the aforementioned trial period, the Employer will make sincere efforts to reinstate the employee into his former position, or, if such reinstatement is not possible shall attempt to place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority, and at not less than the same rate of pay to which the employee would be entitled had he remained in his former position.
- 18.09 When, because of inability to perform the functions of a position or because of ill health, an employee is transferred to a classification to which is assigned a lower salary scale, his rate will be adjusted immediately to the step in the lower scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 18.10 When an employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted employee shall be advanced to that step in the new scale which is next higher than his current rate or to the step which is next higher again if such salary increase is less than the employee's next normal increment on the former salary scale. In the event that a promoted employee is at the last increment in the scale for the classification held prior to the promotion, his salary shall be advanced to that step in the scale which is next higher than his current rate, or if such salary increase is less than the employee's last normal annual increase, he shall be advanced to the step which is next higher again in the scale.
- 18.11 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.

- 18.12 The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 18.01 to the Association office within seven (7) calendar days of the posting.
- 18.13 The Association shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

**ARTICLE 19 - NAMED HOLIDAYS**

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

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

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

- (i) the Province of Alberta; or
  - (ii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer shall be granted an additional two (2) holidays as "floater holidays" in that year, providing the employees participate in five (5) to ten (10) in-services per year (one (1) holiday per five (5) in-services).
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the ambulance stations at least six (6) months prior to the occurrence of the Named Holiday.

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

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

- 19.03 "Day" as referenced in this article shall be defined as ten (10) hours of work.
- 19.04 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1.5 X) his basic rate of pay, and an alternate day to be taken as follows:
- (a) at the written request of the employee, payment of one (1) day's pay; or
  - (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday's accrual; or
  - (c) by mutual agreement, a day added to his next annual vacation; or
  - (d) by mutual agreement a day added to the Employee's Stat bank to a maximum of eight (8) days, or eighty (80) hours, whichever is greater; or
  - (e) failing mutual agreement of (a), (b), (c) or (d) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.
- 19.05 An employee obliged, in the course of duty to work Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay plus:
- (a) at the written request of the employee, payment of one (1) day's pay; or
  - (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday's accrual; or
  - (c) by mutual agreement, a day added to his next annual vacation; or
  - (d) by mutual agreement a day added to the Employee's Stat bank to a maximum of eight (8) days, or eighty (80) hours, whichever is greater; or
  - (e) failing mutual agreement of (a), (b), (c) or (d) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.
- 19.06 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:
- (a) at the written request of the employee, payment of one (1) day's pay; or
  - (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday's accrual; or

- (c) by mutual agreement, a day added to his annual vacation; or
- (d) by mutual agreement a day added to the Employee's Stat bank to a maximum of eight (8) days, or eighty (80) hours, whichever is greater; or
- (e) failing mutual agreement of (a), (b), (c) or (d) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.

19.07 (a) No payment shall be due for a Named Holiday which occurs during:

- (i) a layoff, or
- (ii) all forms of leave during which an employee is not paid.

(b) No additional payment shall be due for a Named Holiday which occurs during a period when an employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

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

Article 19 is replaced in its entirety by the following:

(a) Temporary, part-time and casual employees required to work on a Named Holiday, which are:

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

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

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

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

An employee to whom these provisions apply required to work on Christmas Day and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay.

- (b) An employee to whom these provisions apply shall be paid, in addition to his basic rate of pay, four point six percent (4.6%) of his basic hourly rate of pay in lieu of the Named Holidays.

## **ARTICLE 20 - ANNUAL VACATION**

20.01 "Date of Employment" shall mean:

- (a) in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first day of that calendar month; or
- (b) in the case of an employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any calendar month the first (1st) day of the following calendar month.
- (c) Subject to Article 21.01(e), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year except as provided in Article 20.06. For Part-time employees "months worked" shall be based on hours compensated at the regular rate of pay. The rate at which vacation is earned shall be governed by the total length of employment as follows:
  - (i) during the first and second (1<sup>st</sup> and 2<sup>nd</sup>) years of continuous employment, an employee shall earn entitlement to ten (10) days of vacation calculated on a basis of five point two percent (5.2%) of regular hours worked or;
  - (ii) during the third and fourth (3<sup>rd</sup> and 4<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to twelve (12) days of vacation calculated on a basis of six percent (6%) of regular hours worked; or
  - (iii) during the fifth (5<sup>th</sup>) through the sixth (6<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to sixteen (16) days of vacation calculated on a basis of eight point three per cent (8.3%) of regular hours worked; or
  - (iv) during the seventh (7<sup>th</sup>) through ninth (9<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to eighteen (18) days of vacation calculated on a basis of nine point four per cent (9.4%) of regular hours worked; or
  - (v) during the tenth (10<sup>th</sup>) and each subsequent year of continuous employment, an Employee shall earn entitlement to twenty-two (22)

days of vacation calculated on a basis of eleven point five per cent (11.5%) of regular hours worked.

- 20.02 An Employee leaving the service of the Employer at any time before he has exhausted the vacation credits to which he is entitled shall receive a proportionate payment of salary in lieu of such earned vacation.
- 20.03 All Employees shall submit their vacation requests to the Employer prior to March 1st of each year and approval of vacation time requested shall be made or denied by the Divisional Supervisor no later than March 31<sup>st</sup> of that same year.
- (a) An employee may submit a vacation request after March 31. Approval or denial shall be subject to operational feasibility and shall not be unreasonably denied.
  - (b) Divisional seniority shall be considered when there is a dispute regarding a preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within two (2) weeks of the time that employees are asked to choose a vacation time shall not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- 20.04 No employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 20.05 All vacation earned in one vacation year shall be taken during the next year following, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made in writing and shall be subject to the approval of the Employer.
- 20.06 Notwithstanding Article 20.05 above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met;
- (a) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and
  - (b) such vacation is taken at a mutually agreeable time.
- 20.07 An employee may request vacation leave during any period of the year.
- 20.08 Upon the request of the employee, earned vacation credits may be divided into more than one vacation period if approved by the Divisional Supervisor. The periods may be divided into blocks as small as one day at a time unless otherwise mutually agreed.

20.09 Unless given four (4) weeks' notice of an alteration to his scheduled vacation period, an Employee required by the Employer to work during his vacation period 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. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

Vacation for Casual Employees:

- (a) A Casual Employee shall be paid, in addition to his basic rate of pay, four point six percent (4.6%) of his regular earnings.
- (b) A Casual Employee shall not be scheduled to work or be placed on call for three (3) weeks during each vacation year. Such vacation may be applied for during any period of the year, but shall be taken at a mutually agreeable time. Additional leave will be granted during each vacation year as applicable depending on vacation entitlements.
- (c) Only those regularly scheduled hours and additional hours paid at the basic rate of pay and on a Named Holiday to a maximum of eighteen (18) hours for EMS staff and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

## **ARTICLE 21 - LEAVES OF ABSENCE**

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

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer will notify employees within ten (10) business days from receipt of their application, as to the status of their request.
- (b) An employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated his employment unless a justifiable reason can be established by the employee.
- (c) Except as provided in Article 21.01(d), where an employee is granted a leave of absence of more than a month's duration, and that employee is covered by any or all of the plans specified in Article 33, that employee

may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.

- (d) For the portion of Maternity Leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.
- (e) The employee shall continue to accrue sick leave and vacation entitlement during the leave of absence to the end of the month in which the leave begins.
- (f) Leave of absence with or without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

#### **21.02 Special Personal Leave**

- (a) If an employee is unable to report to work as the result of:
  - (i) illness or appointments in the immediate family requiring the employee's personal attention; or
  - (ii) urgent immediate family circumstances, not foreseeable by or beyond the control of the employee, that can only be resolved by the employee's personal attention; or
  - (iii) providing palliative care to a member of the immediate family who requires it.
- (b) The Employer shall approve special family leave in such circumstances to a maximum of four (4) days based on daily hours of work as identified in Article 12.01, 12.02 or 12.03, without loss of pay in each calendar year; any requests for additional leave shall be subject to the provisions of Article 21.01. The employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance, and the family relationship. For the purpose of this article, immediate family shall be as per Article 21.06(a)(i).



### 21.03 **Association Business**

- (a) Insofar as the regular operation of the Employer will permit, employees may, upon not less than fourteen (14) calendar days' notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Association affairs.
- (b) A maximum of three (3) representatives of the Association shall be granted time off without pay in order to participate in Collective Bargaining with the Employer or its Bargaining Agent.
- (c) The local unit representative or his alternate shall, subject to operational requirements, be allowed time away from assigned duties without loss of regular pay to carry out his functions as provided in this Collective Agreement. The local unit representative shall obtain permission for such leave from the Divisional Supervisor or his designate.
- (d) Subject to operational requirements, time off granted in accordance with (a), (b) and (c) above shall be with pay, and the Association agrees to reimburse the Employer for actual salary paid to the employee while on leave plus an administrative charge of fifteen percent (15%).

### 21.04 **Parental Leave**

- (a) An employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD, or LTD. Maternity Leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant employee, whose continued employment in her position may be hazardous to herself or to her unborn child in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 21.04(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for

an absence from work longer than nine (9) months, the employee may request further leave without pay as provided by Article 21.01.

- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- (d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks' written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.
- (e) Notwithstanding the provisions of Article 21.04 (a), an employee may make prior arrangements with the Employer to prepay the full cost of benefits premiums (employer and employee portion) as per Article 21.01(c) of the Collective Agreement.

(f) Adoptive Parent Leave

An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:

- (i) he makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
- (ii) he provides the Employer with at least one (1) day's notice that such leave is to commence.

(g) Paternity and Adoptive Paternity Leave

Paternity leave of at least a minimum of four (4) consecutive working days with pay may be granted upon the written request of an employee to enable such employee to attend to matters directly related to the birth or adoption of his child. In extenuating circumstances, additional paternity leave may be granted.

**21.05 Educational Leave**

An employee may request an educational leave with or without pay. All educational leave granted with pay by the Employer must demonstrate a

benefit to the organization.

- (a) The parties to this Collective Agreement recognize the value of continuing education for each employee and recognize that continuing education may be deemed necessary for employees covered by this Collective Agreement and recognize that the responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employee to participate in education programs.
- (c) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:
  - (i) For program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
  - (ii) For hours in attendance at such program on regularly scheduled days off, the employee shall be paid at his basic rate of pay to a maximum of twelve (12) hours per day.
  - (iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) While on educational leave without pay,
  - (i) an employee shall not accrue sick leave or vacation credits unless such leave is less than thirty (30) days;
  - (ii) an employee's anniversary date for salary increment purposes shall not change unless the duration of the leave exceeds twelve (12) months, in which case the anniversary date shall be delayed by the amount of time by which the leave exceeds twelve (12) months, and the newly established anniversary date shall prevail thereafter.
  - (iii) An employee absent on approved education leave shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave or be provided with alternate work of a comparable nature.

#### 21.06 **Bereavement Leave**

- (a) Bereavement leave with pay of:

- (i) seven (7) consecutive calendar days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancé. Step-parent, step-children, step-brother and step-sister 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 year before the death;
  - (ii) seven (7) consecutive calendar days shall be granted in the event of the death of the following members of the employee's family (i.e.: mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, and grandchild).
- (b) Bereavement Leave shall be extended by two (2) additional days if travel out of province is necessary for the purpose of attending the funeral.
  - (c) Notwithstanding the provisions of Article 21.06(a) and (b), where special circumstances exist, an employee may request that bereavement leave be divided into two periods. Such request is subject to the approval of the Employer. In no circumstances however shall an employee be eligible for more days off with pay than he would have been eligible to receive had bereavement leave been taken in one undivided period.
  - (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

#### **21.07 Professional Development Leave**

- (a) Upon written application to the Employer, a regular employee may request a leave of absence without pay for reasons of professional development which the Employer views as beneficial to the organization. A regular employee shall be eligible for consideration of professional development leave after completing two (2) years of continuous full-time employment. Such leave shall not exceed twelve (12) consecutive calendar months in an unbroken manner.
- (b) Where a regular employee has received a professional development leave, such a regular employee will not be eligible for another professional development leave until they have completed three (3) consecutive years of full-time employment from the date they returned from the previous professional development leave.

- (c) During such professional leave, the employee shall be accountable for both Employer and employee portions of all benefits should the employee choose to continue his benefits. Sick time and vacation shall not be accrued during the approved professional leave of absence.
- (d) An employee absent on approved professional development leave shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave or be provided with alternate work of a comparable nature.

#### **21.08 Personal Development Leave**

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

#### **21.09 Terminal Care Leave**

- (a) An employee with a qualified relative in the end stage of life shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) months. Qualified relative means a person in a relationship to the employee for whom the employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

21.10 An employee who has been on any extended Leave of Absence for a period of six months or longer, shall be provided with a minimum of one (1) tour for re-orientation, and re-familiarization.

## **ARTICLE 22 - JOB CLASSIFICATIONS**

### **22.01 New Classifications**

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

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

### **22.02 Position Classification Review**

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

decision within thirty (30) days through the Grievance Procedure, including Arbitration, if necessary.

### **ARTICLE 23 - JOB DESCRIPTIONS**

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

### **ARTICLE 24 - SICK LEAVE**

24.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

(c) Sick leave credits can be utilized by an employee in the event of medical, dental, or specialists appointments or illness of his/her spouse and dependents, which may require written proof of the appointment, satisfactory to the employer. The employer agrees to pay for any costs associated with provision of proof of appointments.

24.02 An employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one point three three (1.33) days per month to a maximum of sixteen (16) working days as defined in Article 12.01, 12.02 or 12.03.

24.03 An employee granted sick leave shall be paid for the period of such leave at his basic rate of pay, and the number of days thus paid shall be deducted from his accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.

24.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine after two (2) consecutive days. The Employer may require satisfactory medical proof to return to work following illness, non occupational requirement or quarantine cost of such proof shall be eligible for reimbursement through the Flexible Spending Account.

24.05 When an employee has accrued the maximum sick leave credit of sixteen (16) working days, 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 as per Article 24.02.

- 24.06 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.
- 24.07 Sick leave credits shall accrue for the first (1<sup>st</sup>) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.
- 24.08 (a) No sick leave shall be granted for any illness which is incurred once an employee commences his vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an employee becomes ill during his vacation period as stated in Article 24.08(a) above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
  - (ii) for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 24.08(a), should an employee demonstrate to the satisfaction of the Employer that he was admitted to hospital as an "in patient" or be on a defined course of medical treatment during the course of his vacation, he shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided he notifies his Employer upon return from vacation and provides satisfactory proof of his hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.

24.09 An employee may request in writing the status of his sick leave entitlement.

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

Amend Article 24.02 to read:

Part-time and Temporary Employees shall be allowed a credit for sick leave computed from the date of employment at the rate of one point three three (1.33) days for each full month of employment, pro-rated to the regularly scheduled hours he works each month, up to a maximum credit of sixteen (16)



working days as defined in Article 12.01, 12.02 or 12.03.

- 24.11 An employee who has been on any extended Sick Leave for a six month period or longer, shall be provided with a minimum of one (1) tour for re-orientation, and re-familiarization.

## **ARTICLE 25 - DISCIPLINE AND DISMISSAL**

- 25.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 25.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee with a fax or e-mail copy, where possible, to the Association's office within two (2) working days, and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.
- 25.03 Unsatisfactory performance by an employee which is considered by the Employer to be serious enough to be entered on the employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the employee with a fax or e-mail copy, where possible, to the Association office within two (2) working days, and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.
- 25.04 The procedures stated in Articles 25.02, 25.03 and 25.10 do not prevent immediate suspension or dismissal for just cause.
- 25.05 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days.
- 25.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

- 25.07 An employee, who has been subject to disciplinary action shall, after one (1) year from the date the disciplinary measure was initiated, request in writing that his record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.
- 25.08 An employee who is dismissed shall receive his termination entitlements, subject to return of employer property within seven (7) days of date of termination.
- 25.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 19.
- 25.10 When circumstances permit, the Employer shall provide at least twenty four (24) hours' advance notice to an employee required to meet with the Employer for the purposes of discussing or issuing discipline. The employee may be accompanied by a representative of the Association at such meeting.

#### **ARTICLE 26 - RESIGNATION/TERMINATION**

- 26.01 An employee shall provide to the Employer twenty eight (28) calendar days' notice, where possible, and at any rate shall, provide the Employer with a minimum of fourteen (14) calendar days' notice of his desire to terminate his employment under any circumstance.
- 26.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which he is entitled on the day on which he terminates his employment, subject to return of employer property within seven (7) days of the date of termination.
- 26.03 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notification (minimum fourteen (14) days) is not given, the employee will be paid in accordance with the *Employment Standards Code*.
- 26.04 An employee shall be deemed to have terminated his employment when:
- (a) he is absent from work without good and proper reason and/or the approval of the Employer; or
  - (b) he does not return from leave of absence or vacation as scheduled; or
  - (c) he does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

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

## **ARTICLE 27 - SALARIES**

27.01 Basic salary scales and increments shall be as set out in the Salary Scale and shall:

- (a) be effective on the dates specified therein;
- (b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
- (c) form a part of this Collective Agreement.

27.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time employees shall be applied on the appropriate anniversary of the date the employee commenced employment with the Employer as a regular full-time employee.

(b) An employee who works additional casual shifts, shall be paid at their applicable rate of pay as set out in the salary scale, or the casual rate, whichever is higher.

(c) Unless otherwise changed by the operation of this Collective Agreement, a temporary employee who has had a change in status to a regular full-time employee shall have his anniversary date established based on hours paid at the basic rate of pay with the Employer at the increment level such employee was entitled to receive immediately prior to his change in status.

(d) Emergency Medical Responders who graduate and become Emergency Medical Technicians, and EMT's who graduate and become Registered Emergency Paramedics may on an individual basis, at the discretion of the employer, and based on satisfactory experience and performance have a portion of their hours worked credited toward an increment thereby necessitating an adjustment to their anniversary date.

### **27.03 Part-Time and Temporary Employees – Increment**

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

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

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

27.05 Payroll schedule is on a semi monthly basis for all employees.

**ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE**

- 28.01 Salary recognition shall be granted for work experience acceptable to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines:
- (a) one (1) annual increment for one (1) 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;
  - (g) seven (7) annual increments for seven (7) years' experience within the last nine (9) years;

- (h) eight (8) annual increments for eight (8) years' experience within the last ten (10) years; and
- (i) nine (9) annual increments for nine (9) years' experience within the last eleven (11) years.
- (j) ten (10) annual increments for ten (10) years' experience within the last twelve (12) years.
- (k) eleven (11) annual increments for eleven (11) years' experience within the last thirteen (13) 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 (a) An employee must disclose all relevant work experience to the Employer at the interview stage for such experience to be assessed and recognized for the purposes of applying Article 28.01.

(b) An employee who discloses relevant work experience but is awaiting documentation to prove the claimed experience shall have three (3) months to produce such documentation.

(c) An employee who does not disclose all relevant work experience to the Employer at the interview stage, and who has received the benefit of Article 28.01, cannot disclose new work experience to claim additional recognition under Article 28.01.

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

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

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

## **ARTICLE 29 - UNIFORM AND CLOTHING ISSUE**

29.01 (a) The following issue shall be provided to each Full-time and Part-time employee upon commencement of employment with the Employer:

Three (3) Uniform Shirts

Three (3) Uniform Trousers

One (1) Uniform Belt

One (1) Spring Wear Jacket (worn as per Employer Policy)

One (1) Coat Suitable for all Seasons

One (1) Winter Toque

One (1) Jumpsuit (in place of two Uniform Shirts and Trousers)

One (1) Ballcap (may be worn subject to prior approval during any Special Assignments, as defined in Articles 13.05).

- (b) The following clothing shall be supplied by the Employer to casual employees upon commencement of employment:

Two (2) Uniform Shirts

Two (2) Uniform Trousers

When a casual employee has completed nine (9) shifts in six (6) months they may request One (1) Hoodie Jacket.

- 29.02 A Full-time and Part-time employee will receive an annual allowance of up to three hundred fifty dollars (\$350) after one (1) year of service for the purchase of uniforms. This can include purchase of any of the above uniform items, footwear, sweater, or other clothing acceptable to the employer, upon written request.
- 29.03 If the issued clothing is excessively soiled during the performance of duties, the same shall be cleaned at the Employer's expense. Such cleaning shall be at the discretion of the Divisional Supervisor.
- 29.04 The Employer shall endeavor to issue all clothing to employees within two (2) weeks following commencement of employment. Such clothing shall be clean and shall be in good repair and condition.
- 29.05 With the approval of the Employer, pregnant employees will not be required to wear restrictive clothing, but will dress as closely to the approved uniform as possible.
- 29.06 Should the uniform be mutilated, destroyed, or damaged in the course of being on-duty or from excess wear, the same shall be replaced or repaired by the Employer after inspection and approval by the Employer.

- 29.07 The Employer will supply and pay for sewing of all Epaulets and Divisional Patches, as well as any uniform alterations necessary, which will be provided in addition to the amount specified in Article 29.02.
- 29.08 Nothing is to be added to the existing uniform issue without the express consent of the Employer, with the exception of an HSAA union pin, which can be worn with the uniform.

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

- 30.01 (a) Employees who are dispatched on ground ambulance service involving travel outside the service area, for a period of time which exceeds five (5) hours, shall receive a meal allowance of twelve dollars (\$12.00) per meal to a daily maximum of thirty six dollars (\$36.00) per day and supported by receipts.

(b) Location/Event Standby

When an employee is required to standby at a location or event for a period of greater than five (5) hours, where appropriate food storage facilities are not available, and meals are not provided, the employee shall receive a twelve dollars (\$12.00) per meal to a daily maximum of thirty six dollars (\$36.00) per day. No receipts required.

- (c) Divisional Supervisors receive a corporate fuel credit card with an expense amount of three hundred dollars (\$300.00)-per month.
- (d) Divisional Supervisors have a corporate cell phone, of which they have use of twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

30.02 **Consecutive Trips**

Should an Employee be dispatched on consecutive trips without a break between trips, the hours of all trips shall be considered cumulative for the purpose of applying Article 30.01.

- 30.03 When an Employee is required to travel for employment reasons, he shall be reimbursed for all reasonable expenses supported by receipts.

- 30.04 When an employee is required by the Employer to drive a motor vehicle, other than a motor vehicle supplied by the Employer, outside of the service area for the purposes of attending meetings or other such Employer business, a transportation allowance of fifty four (\$0.54) per kilometer shall be paid.

- 30.05 Except when the employee applies for a position other than the one the employee occupies at the time of application, if the Employer requests the employee for a driver's abstract, the cost of the driver's abstract shall be reimbursed by the Employer upon production by the employee of proof of payment of the cost.
- 30.06 Employees traveling over two hundred (200) kilometres round-trip to work will be paid a fifty-five dollar (\$55.00) travel fee.

### **ARTICLE 31 - TEMPORARY ASSIGNMENTS**

- 31.01 When an employee is directed to perform the duties of a Divisional Supervisor, he shall be paid, in addition to his hourly rate as set out in the Salary Scale, a premium amount of two dollars and twenty five cents (\$2.25) per hour. Such payment shall apply to all active working hours, including overtime.
- 31.02 Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the Employee shall receive no less than the starting rate of pay for the out-of-scope position. If the start rate of the out-of-scope position is less than the Employee's current Basic Rate of Pay, the Employee shall receive an increase in pay no less than a normal increment advance on his wage scale. An Employee so assigned shall continue to be covered by the Terms and Conditions of this Collective Agreement.
- 31.03 During periods of Temporary Assignment, an Employee so assigned will receive overtime and call-back premiums based on the Temporary Assignment hourly rate.

### **ARTICLE 32 - WORKERS' COMPENSATION**

- 32.01 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee assigns over to the Employer, on proper forms, the monies due to him from the WCB for time lost due to an accident; and
  - (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an



employee is off work due to accident within the meaning of the WCB Act; and

- (iii) the employee keeps the Employer informed regarding the status of his WCB claim and provides any medical or claim information that may be required by the Employer.
  - (b) The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over- or under-payments provided in Article 35 shall not commence until the Employer has received reimbursement for WCB, or has issued any statement of adjustment to the employee, whichever is later.
  - (c) An employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 32.01 (ii) shall be deemed to be on a leave of absence without pay.
  - (d) An employee in receipt of Workers' Compensation benefits shall:
    - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
    - (ii) accrue vacation credits and sick leave for the first (1<sup>st</sup>) month of such absence.
- 32.02 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of his former position shall provide the Employer with two (2) weeks' written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by him immediately prior to the disability with benefits that accrued to him prior to the disability;
  - (b) incapable of performing the duties of his former position, shall be entitled to benefits he is eligible for under Sick Leave or Short Term Disability or Long-Term Disability, in accordance with Article 24 or Article 33.
- 32.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting provisions of Article 18.

### **ARTICLE 33 - EMPLOYEE BENEFIT PLANS**

- 33.01 The Employer shall continue the following group plans for all eligible Employees where such plans are currently in effect or shall implement the

following group plans where enrollments and other requirements of the insurer has been met.

### **Prepaid Health Benefits**

The Employer shall provide the following group plans to eligible employees, and the Health Benefits Plan will be paid fifty percent (50%) by the employer and fifty percent (50%) by the employee, as outlined in Sun Life Financial Benefit summary Contract Number 58467, which shall include, but is not limited to:

- (a) Extended Health Benefit Plans (no deductible on prescription medications), and includes Convalescent and In-province Hospitals one hundred percent (100%) covered, out-of-province emergency services one hundred percent (100%); out-of-province referral services eighty percent (80%); medical services and equipment one hundred percent (100%); paramedical services one hundred percent (100%) (up to five hundred dollars (\$500) annually); vision care one hundred percent (100%) to a maximum of two hundred and fifty dollars (\$250) in any twelve (12) month period for a person under age eighteen (18) or in any twenty-four (24) month period for another person;
- (b) Dental Care (as per Sun Life Contract);
- (c) Accidental Death and Dismemberment equal to Employee Life Coverage (twenty-five thousand dollars [\$25,000]), and Dependent Life equal to spouse five thousand dollars [\$5,000], and child twenty-five hundred dollars [\$2,500];
- (d) Short-Term Disability (weekly indemnity) - income replacement for a period of up to seventeen (17) weeks in the event that a prolonged illness or injury prevents an employee from working, provided at sixty-six and two-thirds percent (66 2/3%) of weekly predisability earnings;
- (e) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a four (4) month working day elimination period).
- (f) Within one hundred and twenty (120) days of ratification the Employer will implement an Employee and Family Assistance Program.

33.02 Where the benefits specified in Article 33.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

- 33.03 When an Employee is in receipt of Weekly Indemnity, the Employer agrees to pay one hundred per cent (100%) of health benefits premiums.
- 33.04 An Employee shall cease to earn sick leave and vacation credits while on LTD.
- 33.05 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.
- 33.06 (a) Prepaid Health Benefits shall be provided to:
- (i) A regular full-time Employee;
  - (ii) Regular employees scheduled to work a minimum zero point five (0.5) F.T.E. averaged over one (1) complete cycle of the shift schedule;
  - (iii) A Temporary Employee who is hired to work for a zero point five (0.5) F.T.E. or greater for a position of six (6) months' duration or longer.
- (b) Temporary employees hired for a position of less than six (6) months duration, and casual employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.
- 33.07 (a) The Employer shall provide one copy of each of the plans to the Association.
- (b) The Employer shall advise, as applicable, the Association of all premium rate changes pursuant to Article 33.
- 33.08 **Flexible Spending Account**
- (a) A Flexible Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 33.
  - (b) Annually on April 1<sup>st</sup>, the sum of two thousand eight hundred and sixty dollars (\$2,860.00) per each regular full-time Employee shall be allocated by the Employer to a Flexible Spending Account.
  - (c) This Flexible Spending Account shall be provided to regular part-time Employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as at April 1 of each calendar year.

- (d) Any unused allocation in an Employee's Flexible Spending Account as of March 31 of each year shall not be carried forward to the next calendar year.
- (e) The Flexible Spending Account may be utilized by Employees for their spouses and dependants for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 33. It may also be utilized for ACP dues/professional certification fees, reimbursement for expenses associated with professional development (tuition costs or course registration fees, travel costs associated with course attendance, professional journals, books, publications or software), and wellness expenses (which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment).
- (f) Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (g) The Flexible Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.
- (h) Any allocation amounts not utilized by March 31 of each calendar year, shall be deposited to the employees Group Registered Retirement Savings Plan. Should an employee not appropriately register for the RRSP as per the requirements outlined in the plan they will not be eligible for such carry over.
- (i) In special situations the employer will expedite reimbursement of expenses incurred, in order to assist an employee to pay for eligible items or service. This would require the production of satisfactory proof of the purchase and costs incurred for verification of the expense, on an individual basis.

#### **ARTICLE 34 - GROUP RRSP PLAN**

34.01 Prairie Emergency Medical Systems Inc. believes in investing in its employees not only in the present but also into the future. With this principle in mind, the Employer has chosen to implement a Group Registered Retirement Savings Plan for its employees. This program will be administered with the following criteria:

- (a) Effective April 1, 2015, matching contributions by Employee and Employer up to three hundred and twenty five dollars (\$325) a month. A minimum Employee contribution of fifty dollars (\$50) is required.
  - (i) Effective April 1, 2016 the above amount shall increase to three hundred and fifty (\$350) dollars.
- 34.02 (a) The employee contribution to the RRSP Plan may exceed the employer contribution.
- (b) Should the employee at any time during their employment choose to withdraw any portion of the contributions from the program, the following stipulations will apply:
  - (i) The employee may apply to withdraw RRSP contributions without penalty for the following purposes:
    - home purchase
    - financial hardship due to illness or injury of immediate family
    - marriage breakdown
    - death in family
    - other reasons as approved by the Employer.
  - (ii) The application for withdrawal must be made in writing to the employer.
  - (iii) Withdrawal for any other reasons shall constitute suspension of employer contributions.
  - (iv) Employees shall participate in the RRSP program after the probationary period has been served.

### **ARTICLE 35 - OVER/UNDER PAYMENTS**

- 35.01 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.

35.02 The Employer shall correct such compensation error not later than the second following pay day. If an under-payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 8.

35.03 In the case of an overpayment, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

### **ARTICLE 36 - CONTRACTING OUT**

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

### **ARTICLE 37 – EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

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

### **ARTICLE 38 - COURT APPEARANCE**

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

(b) It is agreed that when an employee is subpoenaed as a witness as a direct result of his regular duties 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 an 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 in accordance with the provisions of Article 13.01.

38.02 (a) An employee shall be granted time off commencing eight (8) hours prior to the scheduled court time. Should the employee be required to attend a full day of court the employee shall advise the Employer as soon as possible

and will be give eight (8) hours of rest prior to recommencing work. Should the employee's required court time and travel each day exceed greater than their regular daily hours of work as identified in Article 12.01, 12.02 or 12.03, the difference shall be paid to the employee according to other provisions of the Collective Agreement.

(b) No employee shall suffer a loss in regular earnings for a court appearance, regardless of the amount of time required to be in court.

38.03 Where an employee is required by law to appear before a Court of Law for reasons other than those stated above, he shall be granted a leave of absence without pay.

38.04 Should a Casual Employee be required to serve as a witness in any case arising as a result of his/her duties with this Employer, he/she shall receive pay for ten (10) hours a day at his/her basic rate of pay for such duty.

#### **ARTICLE 39 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

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

Article 11 Probationary Period  
Article 16 Seniority  
Article 17 Layoff and Recalls  
Article 21 Leaves of Absence  
Article 24 Sick Leave  
Article 25 Discipline and Dismissal  
Article 26 Resignation/Termination  
Article 33 Employee Benefit Plans  
Article 34 Group RRSP Plan

39.02 (a) A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time employees as the case may be.

(b) At the time of hire, the Employer shall state in writing the expected term of employment.

(c) A temporary employee shall not have the right to grieve the termination of his employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 18.07(b).

## **ARTICLE 40 - EVALUATION AND PERSONNEL FILES**

- 40.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.
- (b) Evaluations shall be for the constructive review of the performance of the employee.
- 40.02 All such evaluations shall be in writing.
- 40.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty eight (48) hours. The employee may review his personnel file prior to the interview upon his written request.
- (b) The employee shall be given a copy of his completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that he is aware of the evaluation. He shall have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and his reply shall be placed in his file.
- (c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 13.
- 40.04 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.
- 40.05 By appointment made in writing at least one (1) working day in advance, an employee may view his personnel file. Upon request, an employee shall be given a copy of requested documents from his file.

## **ARTICLE 41 - OCCUPATIONAL HEALTH AND SAFETY**

- 41.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 41.02 The Employer shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and at least one (1) employee



representative of the Association and may include representative of other employee groups. This Committee shall meet at least once per quarter.

- 41.03 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.
- 41.04 The Committee shall consider such matters as occupational health and safety.
- 41.05 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 41.06 Where the Employer requires that the employee receive specific immunization and titre, as a result of or related to his work, it shall be provided at no cost.
- 41.07 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.
- 41.08 The Employer shall pay for the medical fee on behalf of all employees when such medical examination is requested by the Employer. Such examinations shall be arranged through the G.M., and shall be on the form presented by the Employer.

#### **ARTICLE 42 - PROTECTIVE CLOTHING**

- 42.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing. For the purposes of this article, protective clothing shall include eyewear.

#### **ARTICLE 43 - COPIES OF COLLECTIVE AGREEMENT**

- 43.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 43.02 The Collective Agreement shall be printed in pocket size form by the Association, and the cost shall be shared equally between parties.
- 43.03 The Collective Agreement shall be printed and distributed to each employee within ninety (90) days of signing.

## **ARTICLE 44 – CRITICAL INCIDENT STRESS MANAGEMENT**

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

## HSAA/PRAIRIE EMS SALARY SCALE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Divisional Supervisor (112 % of EMT-P)</b>												
April 1, 2014	\$37.70	\$38.77	\$39.87	\$41.00	\$42.18	\$43.37	\$44.60	\$45.88	\$47.19	\$48.52	\$49.91	\$51.33
April 1, 2015	\$38.27	\$39.35	\$40.47	\$41.62	\$42.81	\$44.02	\$45.27	\$46.57	\$47.90	\$49.25	\$50.66	\$52.10
April 1, 2016	\$39.04	\$40.14	\$41.28	\$42.45	\$43.67	\$44.90	\$46.18	\$47.50	\$48.86	\$50.24	\$51.67	\$53.14
<b>Divisional Supervisor (112 % of EMT-A)</b>												
April 1, 2014	\$28.48	\$29.39	\$30.24	\$31.15	\$32.47	\$33.75	\$35.05	\$36.34	\$37.78	\$39.31	\$40.88	\$42.51
April 1, 2015	\$28.91	\$29.83	\$30.69	\$31.62	\$32.96	\$34.26	\$35.58	\$36.89	\$38.35	\$39.90	\$41.49	\$43.15
April 1, 2016	\$29.49	\$30.43	\$31.30	\$32.25	\$33.62	\$34.95	\$36.29	\$37.63	\$39.12	\$40.70	\$42.32	\$44.01
<b>EMT-Paramedic</b>												
April 1, 2014	\$33.66	\$34.62	\$35.60	\$36.62	\$37.66	\$38.73	\$39.83	\$40.96	\$42.13	\$43.33	\$44.55	\$45.84
April 1, 2015	\$34.16	\$35.14	\$36.13	\$37.17	\$38.22	\$39.31	\$40.43	\$41.57	\$42.76	\$43.98	\$45.22	\$46.53
April 1, 2016	\$34.84	\$35.84	\$36.85	\$37.91	\$38.98	\$40.10	\$41.24	\$42.40	\$43.62	\$44.86	\$46.12	\$47.46
<b>EMT-Ambulance</b>												
April 1, 2014	\$25.43	\$26.22	\$27.00	\$27.82	\$28.99	\$30.15	\$31.29	\$32.45	\$33.73	\$35.09	\$36.50	\$37.95
April 1, 2015	\$25.81	\$26.61	\$27.41	\$28.24	\$29.42	\$30.60	\$31.76	\$32.94	\$34.24	\$35.62	\$37.05	\$38.52
April 1, 2016	\$26.33	\$27.14	\$27.96	\$28.80	\$30.01	\$31.21	\$32.40	\$33.60	\$34.92	\$36.33	\$37.79	\$39.29
<b>Casual EMT-Paramedic</b>												
April 1, 2014	\$37.66											
April 1, 2015	\$38.22											
April 1, 2016	\$38.98											
<b>Casual EMT-Ambulance</b>												
April 1, 2014	\$28.99											
April 1, 2015	\$29.42											
April 1, 2016	\$30.01											
<b>EMR</b>												
April 1, 2014	\$17.89											
April 1, 2015	\$18.16											
April 1, 2016	\$18.52											

**Salary Scale Reflects:**

- April 1, 2014 – 2% increase
- April 1, 2015 – 1.5% increase
- April 1, 2016 – 2% increase

In addition to the aforementioned percentages all eligible employees shall receive a one-time lump sum RRSP contribution of five hundred dollars (\$500) in addition to the 1.5% increase April 1, 2015.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**PRAIRIE EMERGENCY MEDICAL SYSTEMS INC.  
(hereinafter referred to as “the Employer”)**

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(hereinafter referred to as “the Association”)**

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of regular employees in the bargaining unit.
2.
  - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
  - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay for each full period of one thousand nine hundred and twenty (1920) hours at the basic rate of pay to a maximum of forty (40) weeks' pay.
  - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
  - (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 17 and for whom no alternate vacant position is available, shall have the option to select either of:
  - (a) Layoff with recall rights as specified in Article 17 of the Collective Agreement; or

- (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
- 4. A regular employee who accepts severance pay shall have terminated their employment, with no further rights to recall.
- 5. An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 6. A regular employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the employee wishes to take the Severance Option offered by the Employer. Any employee who does not advise the Employer, in writing of the employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 17 of this Collective Agreement.
- 7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the employee).
- (b) The employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- 8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding will expire on March 31, 2017, or upon ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

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

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

## **Special Personal Leave**

### **Guiding Principles**

Article 21.02 (Special Personal Leave) will be administered by this joint interpretation document.

### **Rationale**

It is intended that special personal leave would generally apply to unanticipated events of pressing necessity requiring the employee's personal attention. In the event of family illness or medical appointments, this could apply to other than last minute emergency situations.

In the event an employee needs to provide palliative care to a member of the immediate family, it is understood that the requirement to do so will most likely not be unanticipated.

It is the expectation that all parties act reasonably in these situations.

### **Criteria**

Eligibility for Special Personal Leave is based on the fulfillment of specific criteria for each of the three (3) examples in Article 21.02.

- 1) **The absence must be not foreseeable by or beyond the employee's control.** This means that the appointments or obligations, which are planned for, do not generally qualify for Special Personal Leave. If the circumstances are anticipated, then it is expected that employees would use other options, such as shift trades, time off in lieu, leaves of absence, or vacation with pay. However in the instance of family illness and appointments, in critical circumstances requiring the personal attention of the employee, there may be some discretion utilized where special leave may apply to other than "last minute" emergency situations.
- 2) **The need for the absence must be of pressing necessity (Article 21.02 (a) (ii) only).** This means that it must be both pressing – which is defined as being "immediate" or "urgent"; and there must be a necessity for the absence – which is defined as "something that can not be done without".
- 3) **The reason for the absence requires the employee's personal attention.** This puts some degree of onus on the employee to explore alternate strategies to deal with the situation or issue, if reasonable efforts to arrange alternative care plans for each day in the event of illness in the immediate family.

Unless otherwise stated all three (3) of the above criteria must be met for Special Personal Leave as outlined in Article 21.02 of the Collective Agreement to be applicable.

In situations where some of the above criteria are met but not others, it may be appropriate for the employee to utilize vacation, time off in lieu or unpaid leave.

## **Level of Entitlement**

Eligible employees shall receive approval for up to four (4) days based on daily hours of work as identified in Article 12.01, 12.02 or 12.03, hours of Special Leave per calendar year for situations where the above criteria are met. It is intended that the employee would utilize only the time required to address the matter and report to work when they are able to do so.

## **Procedure**

The employee will contact the Director or his designate to request and seek approval for the utilization of Special Personal Leave.

## **Special Personal Leave Scenarios**

### **Family Illness and Medical Appointments**

As an example, if a dependent child becomes ill in an unanticipated manner, then the employee may utilize special leave to care for the child. This may include either staying at home with the child, or taking the child for medical care.

If the situation is one of a young child being at home, then it would normally require the employee's personal attention to ensure the provision of care for the child; as caring for a sick child at home is both an immediate need, and the care can not be done without – as one simply can not leave a child at home alone. However as an example, a teenage child who has a cold or flu may be able to stay home alone, which may not then meet the requirement of the employee's personal attention.




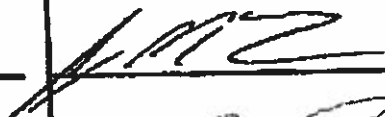

The situation should be analyzed by the employee to ensure that their personal attention is required on each day of the family illness. In addition, the employee should assess whether there are any alternate care givers who might be able to assist in these circumstances. In the case of medical appointments for family members, if there is sufficient lead time for the appointment, it may or may not require the employee's personal attention, depending on if it is possible to find alternatives for the caring of the family member.

### **Household Emergencies**

For example, burst pipes causing flooding in the employee's house is unanticipated and of pressing necessity and may require the employee's personal attention to contain the flood or the immediate clean up of a water damaged home thus qualifying for special personal leave.

A booked appointment with a plumber to replace a hot water tank is not unanticipated and is not of a pressing necessity, and would therefore not qualify for special personal leave.

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 PRAIRIE EMERGENCY MEDICAL SYSTEMS INC. (PEMS)	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSA)
	
	
	
	
Date: 03/03/15	Date: 03/03/15