

COLLECTIVE AGREEMENT

BINDING

**PRAIRIE EMERGENCY
MEDICAL SYSTEMS INC.
(MEDAVIE HEALTH SERVICES WEST,
NE Alberta Division)**

AND

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

FOR THE PERIOD

APRIL 1, 2017 TO MARCH 31, 2020

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THIS COLLECTIVE AGREEMENT MADE THIS 24TH DAY OF AUGUST, A.D. 2018

PRAIRIE EMERGENCY MEDICAL SYSTEMS INC.
(Medavie Health Services - West, North East Alberta)
(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. (Medavie Health Services West NE Alberta Division) exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2020, 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 under the *Labour Relations Code (Alberta)*, provisions of the Collective Agreement shall continue until either:
- (a) a settlement is agreed upon and a new Collective Agreement is signed; or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is signed as provided in the *Labour Relations Code (Alberta)*; or
 - (c) a settlement is reached via Interest Arbitration.
- 1.03 The Employer and the Union 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 (Alberta)* as amended from time to time.
- 2.03 “Arbitration” shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.04 “Union” means the Health Sciences Association of Alberta.
- 2.05 “Employer” shall mean Prairie Emergency Medical Systems Inc. (Medavie Health Services – West, North East Alberta).
- 2.06 “Basic Rate of Pay” is the step in the Wage Scale applicable to the Employee as set out in the Wage 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 Throughout this Collective Agreement a word used in the singular applies also in the plural and vice versa. *Gender neutral language.
- 2.11 “Advanced Care Paramedic” 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 Professions Act, as applicable, as an Advanced Care Paramedic (ACP).
- 2.12 “Primary Care Paramedic” 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 Health Professions Act, as applicable, as a Primary Care Paramedic (PCP).
- 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 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.
 - (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such extensions shall

be submitted to the Union in writing thirty (30) days prior to expiry whenever possible.

- 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 Northeast AB or Out of Scope management designate responsible for the Prairie Emergency Medical Systems Inc (Medavie Health Services West North East Alberta).
- 2.19 "Designated Station" means the station the Employee reports to at the start of the shift.
- 2.20 "Gross Earnings" shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.
- 2.21 "Completion of a Response" shall mean once the ambulance has been refueled, restocked, reasonably cleaned and ready to respond.
- 2.22 "Steward" means an employee of the employer designated by the Union to act as a local representative.
- 2.23 "Days" shall mean consecutive days exclusive of Saturdays, Sundays and Named Holidays as specified in Article 19.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate 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 Union.
- 4.04 An employee shall not engage in Union business during working hours without the prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the 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 Union 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 Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation.
- 4.07 The name of the Local Unit Representatives shall be supplied in writing by the Union to the Employer before they are recognized as the Union Local Unit Representative. A representative of the Union shall be entitled to leave work to carry out their functions at their site as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the employer. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.08 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, if a member

becomes available within fourteen (14) days, they shall be granted that shift at applicable rate of pay.

4.09 Steward

- (a) The Employer agrees to recognize Employees who are assigned as Stewards. Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or in the processing of a grievance with the Employer at their site. When it becomes necessary for a Steward to leave their job for this purpose they will request time off from their Employer who is not within the scope of this Collective Agreement providing them with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld. When withheld, reasons shall be provided in writing.
- (b) The Local agrees that Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to assign a Steward to represent a work area that has no Stewards.
- (c) A list of Stewards shall be supplied by the Union to the General Manager's Office which shall be advised in writing of any change in this list.
- (d) The Employees shall have the right at any time to the assistance of Union Representation when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the General Manager. Such approval shall not be unreasonably denied. When denied, reasons shall be provided in writing.

ARTICLE 5 – NON-DISCRIMINATION HARASSMENT OR BULLYING

- 5.01 There shall be no discrimination, harassment, bullying, 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, transgender expression, transgender identity, marital status, age, family status, source of income, place of residence, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an employee or Employer exercising any right conferred under this Agreement or any law of Canada or Alberta, as per the Employer's Policy.

ARTICLE 6 - UNION SECURITY AND CHECKOFF OF UNION DUES

- 6.01 Membership in the Union is voluntary, payment of Union dues is mandatory as per the Rand formula;
- (a) Notwithstanding the provisions of Article 6.01, the Employer will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification of the employees from whom deductions have been taken and the amount of the deductions. 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 Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. The Employer will record the amount of the Union dues deducted on the T4 forms issued to an employee for income tax purposes.
- 6.04 The 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 Union.

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 Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of the difference or grievance. If the Employee does not return and comply immediately with such direction, they shall be deemed to have terminated their employment.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 9, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 19.
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer. Such request by either party shall not be unreasonably denied.

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 Out-Of-Scope designate. If it is not resolved in this manner, the employee(s) may seek the advice and help of the Union representative. If it becomes a grievance, it will be submitted in writing and delivered to the Employer.

Grievances will indicate:

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

(b) Step 1

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

(c) Step 2

(i) Within ten (10) days of receipt of the decision of the of the G.M. or Out-of-Scope Designate, the grievance may be advanced to Step 2 by submitting to the Chief Operating Officer or their Out-of-Scope designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter. The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.

(ii) By mutual agreement, the Employer and the Union may elect to submit the grievance to Mediation. In this case, the Union shall notify the Employer in writing within thirty (30) days of receipt of the decision of the G.M. or Out-Of-Scope designate, that the Union wishes to proceed to Mediation. By mutual agreement between the parties, a mediator may be appointed from the Alberta Labour Designated Mediator Roster, who shall endeavour to mediate a settlement. If the parties cannot agree upon a mediator within ten (10) days, or a mutual extension to allow facilitation of the process, 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 at Step 2 or through Mediation, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer in writing within ten (10) days of receipt of the decision of the Chief Operating Officer or Out-Of-Scope designate, that the Union wishes to proceed to Arbitration, and at the same time the Union shall name its

appointee to the Arbitration Board. Within Ten (10) days of the G.M. receiving such written notice, the G.M. shall notify the Union in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

(e) Default

- (i) Should the grievor fail to comply with any time limit in this grievance procedure unless good and proper reasons exist, 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 may automatically move to the next step or be advanced to Arbitration within ten (10) days of the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

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

If the Employer chooses to schedule any meetings or mediation in relation to Article 8 on a scheduled day off, the employee shall be eligible to be compensated at his applicable rate of pay.

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

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

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

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the G.M. or Out-Of-Scope 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 Out-Of-Scope 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 Out-Of-Scope designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the G.M. or Out-Of-Scope designate, shall be made known to the Union, in writing, within ten (10) days of the receipt of the written statement of the grievance.

(c) Step 2

- (i) Within ten (10) days of receipt of the decision of the of the G.M. or Out-Of-Scope Designate, the grievance may be advanced to Step 2 by submitting to the Chief Operating Officer or his Out-Of-Scope designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter. The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.
- (ii) By mutual agreement, the Employer and the Union may elect to submit the grievance to Mediation. In this case, the Association shall notify the Employer in writing within thirty (30) 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 Alberta Labour Designated Mediator Roster who shall endeavour to mediate a settlement. If the parties cannot agree upon a Mediator within ten (10) days or a mutual extension to allow facilitation of the process, 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 at Step 2 or through Mediation, if chosen, at Step 3, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer in writing within ten (10) days of

receipt of the decision of the G.M. or Out-Of-Scope designate, that the Union wishes to proceed to Arbitration, and at the same time the Union shall name its appointee to the Arbitration Board. Within ten (10) days of the G.M. receiving such written notice, the G.M. shall notify the Union in writing of the Employer's appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

ARTICLE 9 - ARBITRATION

- 9.01 Within ten (10) days following receipt of notification pursuant to Article 8.02(d) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Employment and Immigration shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.
- 9.02 Where the parties have agreed to have a single Arbitrator act in the place of an Arbitration Board, the Union and the Employer shall notify each other of the name of their proposed Arbitrator. Within ten (10) calendar days of receipt of such written notice, the party so notified will respond and attempt to agree upon an Arbitrator. If they fail to agree, the Minister responsible for Employment Standards shall be requested to appoint a single arbitrator, pursuant to the Code.
- 9.03 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chair of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any Employee affected by it and is enforceable pursuant to the Code.
- 9.04 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 9.05 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the Parties.

- 9.06 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties. Such request by either party shall not be unreasonably denied.
- 9.07 The employee attending any Arbitration Proceeding(s) related to Article 9 shall be compensated at their applicable rate of pay for the duration of such Arbitration Proceeding(s), providing that the employee is still employed by the Employer.

ARTICLE 10 - BULLETIN BOARDS

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

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

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 they have worked for the Employer.
- 11.03 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given monthly feedback regarding his performance; however, if in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to 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, they 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 their probationary period and remains in the Employer's employment, shall not subsequently be placed on probation with the exception of Article 18.08.
- 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

New language in Article 12 change in hours will not be implemented sooner than three (3) months after the date of ratification. Notification of the exact date will be sent out to all employees and the Union as soon as reasonably possible.

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) A day shift shall consist of ten (10) hours per shift. A night shift shall consist of fourteen (14) hours per shift.
- (b) 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.
- (d) Full-time hours of work for a Regular Shift employee shall consist of two thousand one hundred and ninety (2190) hours of work in each year of full-time employment.

12.02 Peak Shift

- (c) Operate under a one (1) platoon system on the basis of five (5) shifts per week, excluding weekends and named holidays.
- (b) 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) 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.
- (c) "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.
- (d) "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).
- (e) 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.
- (f) "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.
- (g) Full-time hours of work for a Rural Regular employee shall consist of one thousand eight hundred and twenty five (1825) hours of work and two thousand five hundred and fifty five (2555) Shift On-Call hours in each year of full-time employment.

12.04 Non-Ambulance Transfer (NAT) Shift

- (a) Operate under a one (1) platoon system on the basis of four (4) shifts per week, excluding weekends and named holidays.
- (b) A NAT Shift shall consist of ten (10) hours per shift.

- (c) Applicable overtime rates will be determined by the provisions outlined in Article 13, after ten (10) hours worked in a day, or forty (40) hours in a week.
- (d) Full-time hours of work for a NAT 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.
- (e) The remaining hours will be covered by a 0.2 FTE.

12.05 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.
- (f) no Employee shall shift change that will cause them to work greater than sixty (60) hours per week.
- (g) shift changes and repayments must be completed within two (2) pay periods.

Such approval shall not be unreasonably withheld.

12.06 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.

12.07 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 fourteen (14) hours of Active Duty in a twenty-four (24) hour shift, they shall be entitled to eight (8) consecutive hours of rest, before commencing their scheduled shift, without loss of earnings.

12.08 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, 12.03 or 12.04 at the applicable rates of pay.
- (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).

12.09 **Schedule Posting and Schedule Changes**
(not applicable to Casual Employee)

- (a) Unless otherwise mutually agreed between the Employee and the Employer, or between the Union 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 they are not provided with fourteen (14) calendar days' notice, they 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, they shall be paid at two times (2X) their 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 their day off, they shall be paid at the rate of two times (2X) their 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, they shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

- 12.10 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving three (3) hours' pay at their basic rate of pay.
- 12.11 Should an Employee report and commence work as scheduled and is required by the Employer to cease work prior to the completion of their scheduled shift and return to work at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of three (3) hours at their basic rate of pay for that inconvenience.

ARTICLE 13 – OVERTIME

- 13.01 Overtime is all hours authorized by the Employer and worked by the Employee in excess of their regularly scheduled shift, either immediately preceding or following a regularly scheduled shift. Notwithstanding the above, this does not apply to those regular employees who have voluntarily agreed to fill casual shifts as employees listed on a "Voluntary Casual" list. All overtime hours shall be paid at a rate of 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 their 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) their 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 their 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 All "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) consecutive period. These employees will be compensated at a rate of two times (2X) the basic rate of pay.
- 13.05 All "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. These employees will be-compensated at a rate of two times (2X) the basic rate of pay.

13.06 All "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.

13.07 Straight Time for Special Assignments

The following functions shall be considered as straight time assignments:

- | | |
|-------------------|--------------------------|
| Municipal Parades | Local School Events |
| Teaching | Trade/Education Fairs |
| Committee Work | Meetings |
| Bike Squad | Concerts |
| Mall Displays | Rodeos/Equestrian Events |
| Auto Races | 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 their applicable rate of pay up to a maximum of ten (10) hours in a day after which, overtime shall apply. Should any employee not wish to volunteer to work at any of the above functions, such wishes shall not be held against them.

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

13.08 All Fulltime Employees working voluntary shifts will have it banked or paid in the following manner:

- (a) A fulltime Employee shall be allowed to bank voluntary shifts at the Basic Rate of Pay to a maximum of two (2) shift rotations. 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. Voluntary shifts may be taken in conjunction with the scheduled vacation. Or,
- (b) An Employee will be paid at their applicable rate of pay when the shift is paid in the pay period in which it is worked.

ARTICLE 14 – CORE FLEX 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 as per company policy 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) 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, shall be paid for all hours worked during the call-back at two times (2X) the Employee's basic rate of pay. Should the Employee receive another call-back within two (2) hours, eight (8) minutes of the completion 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 Union, within two months of the signing of this Collective Agreement, and in January and July of each year thereafter, a listing of employees in order of seniority
- (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 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 their position with the Employer; or
 - (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
 - (c) if an employee does not return to work on recall to their former classification and full-time equivalency.
 - (d) if the employee accepts a temporary out-of-scope position greater than eighteen (18) months or permanent with the Employer, unless mutually agreed to by both parties.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 (a) In case it becomes necessary to reduce the work force:
- (i) reduction in the number of employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one (1) or more employees,
- the Employer will notify the Union and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work their regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available.
- (b) If the Employer proposes to layoff an employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury they shall not be served with notice under sub-article 17.01(a) until they have advised the Employer of their readiness to return to work.

- (c) When notice of layoff is delivered to an employee in person, the employee shall be accompanied by a representative of the Union, 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 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 their 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 they may make arrangements for the payment of their contributions to the applicable benefit plan, and that they may make prior arrangement for the payment of the full premiums for up to six (6) months for applicable Employee benefit plans contained in Article 33 subject to the insurer's requirements.

ARTICLE 18 - PROMOTIONS VACANCIES AND TRANSFERS

18.01 Vacancies

- (a) The Employer shall post all permanent and temporary vacancies greater than three (3) months in a manner that is accessible to all Employees for not less than eight (8) calendar days.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of eight (8) calendar days, the appointment shall always be made on a relief basis only.
- (c) Subject to Article 18.04 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- (d) The notice of posting referred to in Article 18.01(a) shall contain the following information:
 - (i) duties of the position;

- (ii) qualifications required;
 - (iii) hours of work;
 - (iv) status of position and expected term if a temporary position.
 - (e) The Employer shall forward to the Local Unit Chair copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 18.01(a) within three (3) calendar days of the posting.
 - (f) The name of the successful applicant shall be given to the Local Unit Chair in writing within three (3) calendar days of the appointment.
- 18.02 All applications for transfer or promotion shall be made in writing to the Employer in accordance with established practices.
- 18.03 Applicants for promotion who have been interviewed, shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of the appointment.
- 18.04 In making transfers and filling vacancies within the same classification seniority within the Bargaining Unit shall be the determining factor providing that the following conditions are met:
- (a) the applicant has an employment record free of any discipline and;
 - (b) has an acceptable attendance record as per the employer policy;
 - (c) has all the required and mandatory clinical competencies related to the position;
 - (d) has an acceptable driving record as per the employer policy;
 - (e) the applicant's performance for the previous 12 months has been adjudged satisfactory by the Employer.
- 18.05 In making promotions in a different classification, 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.
- (a) Upon request of the Employer shall provide the Union with the criteria utilized in awarding a promotion.

- 18.06 Upon request, the Employer shall provide unsuccessful candidates the reasons why they were not successful.
- 18.07 All transfers and promotions exclusive of Article 27.02(d) shall be on a trial basis. The transferred or promoted Employee will be given a trial period equivalent to six (6) months of regular hours of work to demonstrate their ability to perform the new task to the satisfaction of the Employer. Should such Employee fail to succeed during the above mentioned trial period, or choose to leave the new task, the Employer will reinstate the Employee in their former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position as the Employee was in, at the same location, unless mutually agreed without loss of seniority and at a rate of pay equivalent to that of his former position.
- 18.08 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 the step in the new scale which is at least four percent (4%) higher than the step on the scale for the classification held prior to the promotion, the promoted Employee as per Article 11 in which to demonstrate their ability to perform the new task to the satisfaction of the Employer. Should such Employee fail to succeed during the above mentioned probationary period, the Employee shall have access to the Grievance and Arbitration procedure as per Article 8 and 9.
- 18.09 An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of a promotion.
- 18.10 When, because of inability to perform the functions of a position, or because of ill health or by request, an Employee is transferred to a lower-rated classification, their rate will be adjusted immediately to that step in the scale where they would have been positioned had they been retained in the lower-rated classification from commencement of employment.
- 18.11 Temporary Positions
- (a) When a full-time employee accepts a temporary position greater than three (3) months, they will be eligible to return to their former position upon completion of the temporary position.
 - (b) Temporary positions may end before their initial anticipated ending date. In such case, the incumbent will be eligible to return to their former position upon completion of the temporary appointment.
 - (c) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

- (d) During the term of the temporary position, the incumbent shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the employee and the Employer.
 - (e) Where a full-time or casual employee is in a temporary position of eighteen (18) months or greater and should this position become permanent, the permanent position shall be posted as per Article 18.01.
- 18.12 Permanent or temporary Employees shall be allowed to change status to casual upon written request and shall remain Red Circled at their current step if greater than the casual step.
- 18.13 Notwithstanding Article 18.04, permanent employees must remain a minimum of twelve (12) months in their current permanent position before they can obtain a lateral transfer into another position within the Bargaining Unit, unless mutually agreed.
- 18.14 Where a vacancy for a temporary position greater than three (3) months has been awarded to a Casual Employee as per Article 18, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated to casual status and shall remain at their current step.

ARTICLE 19 - NAMED HOLIDAYS FOR FULL TIME EMPLOYEES

19.01 (a) Full-time employees shall be entitled to a day off with pay on the following Named Holliday;

- | | |
|----------------------|------------------|
| 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 three (3) 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:

- (a) Regular Shift twelve (12) hours
- (b) Peak Shift eight (8) hours
- (c) Core Flex ten (10) hours
- (d) NAT ten (10) hours

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 (1.5X) their 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 their 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) their 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 their 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 their 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 Employees who are not obliged to work on the named holiday shall receive payment of one (1) day's pay at the basic rate of pay.

- 19.08 (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.

19.09 Named Holidays – Temporary, Part-Time and Casual Employees

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

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day

Good Friday
Victoria Day
Canada Day
August Civic Holiday

Remembrance Day
Christmas Day
Boxing Day

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

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

shall be paid at one and one-half times (1.5X) their basic rate of pay for all hours worked on the Named Holiday pay plus their average daily wage as outlined in *Alberta Employment Standards*.

- (b) 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) their basic rate of pay plus their average daily wage as outlined in *Alberta Employment Standards*.
- (c) Employees who are not obliged to work on the named holiday shall be paid their average daily wage as outlined in *Alberta Employment Standards*.

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:

Hours worked as a regular Full Time employee as specified in Articles
12.01, 12.02, 12.03 or 12.04

$$\begin{array}{c} X \\ \text{The applicable percentage as outlined below} \\ = \\ \text{Number of hours of paid vacation Entitlement available to be taken} \end{array}$$

Years of FT service	% applied to hours of work - Art. 12.01, 12.02, 12.03, 12.04	Vacation in Hours	Vacation in Hours	Vacation in Hours
		Regular 2190	Peak/NAT 2080	Core Flex 1825
1 & 2 years	5.50%	120.50	114.50	100.50
3 & 4 years	6.70%	146.75	139.50	122.25
5 & 6 years	8.80%	192.75	183.00	160.75
7,8 & 9 years	9.90%	216.75	206.00	180.75
10 + years	12.10%	265	251.75	220.75

- 20.02 An Employee leaving the service of the Employer at any time before they have exhausted the vacation credits to which they are entitled shall receive a proportionate payment of salary in lieu of such earned vacation.
- 20.03 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 Employer no later than March 31st 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) Seniority shall be considered when there is a dispute regarding a preference for the time that vacation is to be taken. Employees failing to submit vacation requests prior to March 1st 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 (maximum of five (5) days or equivalent hours) shall be made in writing and shall be subject to the approval of the Employer. On approval, this vacation time must be used within the first three (3) calendar months of the carryover year.

- 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 Employer. 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 their scheduled vacation period, an Employee required by the Employer to work during their vacation period will receive two times (2X) their 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 their 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.
- 20.10 When an employee's approved vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation. Employees shall make every effort in order to mitigate losses.
- 20.11 Vacation for Casual Employees:
- (a) A Casual Employee shall be paid, in addition to their basic rate of pay, five percent (5%) of their regular earnings.
 - (b) Unless upon request, 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 their employment unless a justifiable reason can be established by the Employee.
- (c) Except as provided in Article 21.01(d), where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 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.
- (g) Leave of absence requests shall not be unreasonably denied. When denied and upon request by the employee, a written explanation shall be provided.
- (h) 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.

21.02 Personal Leave

Any unused Special Personal Leave balance on Date of Ratification will be carried forward for accrual to Personal Leave bank.

- (a) All fulltime Employees shall receive personal leave to deal with issues of an urgent nature within their family structure.
- (b) Personal leave is earned at a rate of ten (10) hours for every six hundred and eight (608) hours worked (excluding stat and overtime) to a maximum of thirty (30) hours per year. Personal leave hours can accrue and will be held in bank.
- (c) Personal Leave days are granted per incident as a full shift.
- (d) In the event that an appointment of an Employee's family structure requires an Employee to be absent from work, that Employee will first utilize available Personal days. If no Personal days are available sick leave credits can be utilized by an Employee.

21.03 Union Business

- (a) Insofar as the regular operation of the Employer will permit, Employees may, upon not less than fourteen (14) calendar days' notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Union affairs.
- (b) A maximum of three (3) representatives of the Union shall be granted time off without pay in order to participate in Collective Bargaining with the Employer or its Bargaining Agent.
- (c) The local unit representative or their alternate shall, subject to operational requirements, be allowed time away from assigned duties without loss of regular pay to carry out their functions as provided in this Collective Agreement. The local unit representative shall obtain permission for such leave from the Employer or their designate.
- (d) Subject to operational requirements, time off granted in accordance with (a), (b) and (c) above shall be with pay, and the Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an administrative charge of seventeen percent (17%).

21.04 Maternity Leave

- (a) An employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that they commence Maternity Leave no later than the date of delivery. 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 sixteen (16) weeks.
- (b) A pregnant employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, 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 21.06(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the employee may request further leave without pay as provided by Article 21.01.

21.05 Parental Leave

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be eligible for a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.
- (b) An employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:
 - (i) they make a 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) they provide the Employer with at least one (1) days notice that such leave is to commence.
- (c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the employer and the employee.

- (d) An employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position held by them immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.

21.06 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 their child. In extenuating circumstances, additional paternity leave may be granted.

21.07 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 their 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 them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

21.08 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 person who resided with the Employee or who was held out publicly as their 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 they 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.

21.09 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.
- (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 their 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 them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

21.10 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.

- (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 them 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.

21.11 Compassionate Care Leave

- (a) An Employee who has completed at least ninety (90) days of employment, shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition and who is at significant risk of death within twenty-six (26) weeks from the commencement of the leave.
- (b) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code*.
- (c) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (d) Where possible, an employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the employer.

21.12 Military Leave

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

21.13 Leave for Public Office

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.
- (c) An employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

21.14 Except as described above, Employees are eligible for any leaves as set out in the Alberta Employment Standards Code. Employees are eligible for these leaves after ninety (90) days of employment. Leaves of Absence are without pay. The Employer may require proof of eligibility for the leaves.

- (i) Personal and Family Responsibility Leave – up to five (5) days for personal illness, sickness or care of immediate family member.
- (ii) Long-term illness and injury leave – up to sixteen (16) weeks for personal illness or injury.
- (iii) Domestic Violence Leave – up to ten (10) days for addressing the situation of domestic violence.
- (iv) Citizenship Ceremony Leave – up to one half (1/2) day to attend a Citizenship Ceremony when receiving Citizenship.
- (v) Death or Disappearance of a Child – when a child of the employee dies (up to 104 weeks) or disappears (up to 52 weeks) as a result of probable criminal act.

ARTICLE 22 - JOB CLASSIFICATIONS

22.01 New Classifications

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

- (a) The Employer shall provide written notice to the Union of the classification title and proposed pay rates for the classification within thirty (30) days.

- (b) If the Union does not agree with the proposed pay rates, the parties shall, within thirty (30) days of the creation or inclusion of the classification, meet and attempt to agree upon a pay scale for the implementation of the classification.
- (c) If the parties are unable to agree upon a pay scale, the Union may refer the matter to mediation/arbitration as per Article 8.
- (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) The G.M.'s decision shall be rendered within thirty (30) days of the request.
- (ii) An employee who initiates a request under this clause is entitled to the assistance of a Union Representative and shall have access to the grievance and Arbitration procedure.
- (iii) 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.

22.03 Employees who are placed in a lower paid classification by the employer as a result of a classification being eliminated, shall be red-circled until such time as the rate of pay in the new classification meets or exceeds the Employee's red circled rate.

ARTICLE 23 - JOB DESCRIPTIONS

- 23.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each employee upon request.
- 23.02 (a) Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

(b) The Employer will provide the Union with an updated copy of job descriptions for all classifications in the bargaining unit at least once every five (5) years.

23.03 If it is determined that a job description does not exist or has been altered or amended, the Employer shall prepare and provide the job description within ninety (90) days of initial request for the job description.

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 their 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, 12.03, or 12.04.

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

24.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine after two (2) consecutive 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 reimbursed by the Employer with receipts.

24.05 When an Employee has accrued the maximum sick leave credit of sixteen (16) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they 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 (1st) 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 their 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 their 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 they were admitted to hospital as an "in patient" or be on a defined course of medical treatment, excluding medical tourism during the course of their vacation, they shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided they notify their Employer upon return from vacation and provides satisfactory proof of their 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 their 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 they work each month, up to a maximum credit of sixteen (16) working days as defined in Article 12.01, 12.02, 12.03, and 12.04.

- 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 an e-mail copy, to the Union's office within two (2) working days, and a copy of the original letter to the Union's 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 an e-mail copy, to the Union's office within two (2) working days, and a copy of the original letter to the Union's 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 When the Employer imposes discipline, they shall always adhere to well established principles of Natural Justice and Progressive Discipline.
- 25.06 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Union within two (2) working days.
- 25.07 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.
- 25.08 An employee, who has been subject to disciplinary action shall, after one (1) year from the date the disciplinary measure was initiated, have their record cleared of that disciplinary action granted the Employee's file does not contain any further record of disciplinary action of similar nature during the above period. The Employer shall confirm in writing to the employee that such action has been affected.
- 25.09 Once the disciplinary action has been removed from the employee's file, the Employer shall not make reference to and/or rely upon the letter for any purpose.
- 25.10 An employee who is dismissed shall receive his termination entitlements, subject to return of employer property within seven (7) days of date of termination.
- 25.11 When circumstances permit, the Employer shall provide at least forty-eight (48) hours' but not less than twenty four (24) hours' advance notice to an employee required to meet with the Employer for the purposes of investigating, discussing or issuing discipline. The employee may be accompanied by a Steward and/or representative of the Union at such meeting.
- 25.12 Upon request, the Employer shall endeavor provide appropriate disclosure of documentation they will be relying on to support their actions. In the event of patient confidentiality or workplace violence concerns, the Employer will make arrangements to provide this information to the Union in such a manner as to mitigate those concerns to the fullest extent possible while still providing maximum disclosure.
- 25.13 Reporting to Professional Associations
- If an Employee is reported by the Employer to their professional association, the Employee shall be advised within one (1) working day. The Employee shall receive a copy of the report.

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 their desire to terminate their employment under any circumstance.
- 26.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the day on which they terminate their employment, subject to return of employer property within seven (7) days of the date of termination.
- 26.03 Unless an Employee provides good and proper reasons/notifications, they shall

be deemed to have terminated their employment when:

- (a) they are absent from work without good and proper reason and/or the approval of the Employer; or
- (b) they do not return from leave of absence or vacation as scheduled; or
- (c) they do not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

26.04 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 – WAGES

27.01 Basic wage scales and increments shall be as set out in the wage 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, wage 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 wage 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 their anniversary date established based on hours paid at the basic rate of pay with the Employer at the increment level such employee was entitled to receive immediately prior to their change in status.

(d) Emergency Medical Responders who graduate and become Primary Care Paramedic, and Primary Care Paramedic's who graduate and become Advanced Care Paramedics shall be placed on the wage scale as per Article 18.08 and 18.12 for casuals.

- (e) A change in designation will result in a new probationary period as per Article 11.01.

27.03 Part-Time and Temporary Employees – Increment

Notwithstanding the time periods stated for increment advancement in the wage Scale, Part-Time and Temporary employees to whom these provisions apply shall be entitled to an increment on the 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 their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:
 - (i) wage increments;
 - (ii) vacation entitlements; and
 - (iii) seniority.
- (b) A temporary employee shall also be credited with sick leave earned and not taken during their period of temporary employment.

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

ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE

- 28.01 Wage 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) calendar months from date of hire 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 Wage 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) Coat Suitable for all Seasons

One (1) Winter Toque

- (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 has completed twenty-five (25) shifts in in twelve (12) months they may request One (1) Coat Suitable for all Seasons.

When a casual has completed eighty (80) shifts in twenty-four (24) months they shall be entitled to all items defined in Article 29.01(a).

- 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, supported with appropriate receipts.

- 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 Employer.
- 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 uniform crests, 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 HSA 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 away from their designated station, for a period of time which exceeds five (5) hours, shall receive a meal allowance of twelve (\$12.00) dollars per meal to a daily maximum of thirty six (\$36.00) dollars per day. No receipts required.
- (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 (\$12.00) dollars per meal to a daily maximum of thirty six (\$36.00) dollars per day. No receipts required.
- (c) Supervisors receive a corporate fuel credit card with an expense amount of three hundred dollars (\$300.00) per month. This amount can be increased with Employer approval. The fuel card shall be used for work related travel, however any amounts not used for work may be used for personal use.
- (d) 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.
- (e) Any Acting Supervisors shall be provided with a corporate cell phone while on duty.

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 other than as per Article 30.01, they 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. Supervisors may be eligible for this transportation allowance if they have used the balance of their monthly Supervisor Fuel allowance for work related travel.

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. Employees will be compensated for travel limited to one claim per tour, in accordance with their regular scheduled shift pattern as outlined in Article 12.01, 12.02, 12.03 and 12.04. Supervisors may be eligible for this transportation allowance if they have used the balance of their Supervisor Fuel allowance for work related travel.

30.07 No employees shall be required to use their personal vehicle to conduct any Employer business, including traveling to another station while on company time unless approved by their insurance carrier.

30.08 Should an employee be directed to return any electronic equipment or medication at the end of their shift or tour, should all core/flex hours have been worked, will be provided with the equivalent of thirty (30) minutes compensation at their basic rate of pay for the inconvenience of returning to the station or base ("inconvenience pay").

For clarification of the inconvenience pay in above does not apply to the following:

- (i) Employees who have not used all their flex time in the twenty-four period immediately prior to the end of their tour;

- (ii) Employees who are staying at an accommodation provided by the Employer or at the base station.

ARTICLE 31 - TEMPORARY ASSIGNMENTS

- 31.01 When an employee is requested to perform the duties of a Divisional Supervisor, they 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 When an employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, but less than eighteen (18) months the employee shall be paid an additional three dollars (\$3.00) per hour. An employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement and pay Union Dues. Seniority shall remain intact.
- 31.03 Should an Employee accept a Temporary out-of-scope position which requires them to perform the full extent of an out-of-scope position, including tasks related to Article 25, the Employee shall be paid as per the Employer's out-of-scope pay scale. While the Employee is out-of-scope, they shall not benefit from any terms and conditions of the Collective Agreement, including Seniority. Upon completion of the assignment, the Employee shall be returned to his former position. The return date shall be the Employee's new seniority date.
- 31.04 During periods of Temporary Assignment as per Article 31.01, an Employee so assigned will receive overtime and call-back premiums based on the Temporary Assignment hourly rate.
- 31.05 Temporary Out-Of-Scope as per Article 31.02 may take part in workplace investigations at the exception of Article 25.10. They shall not discipline, terminate or promote other In-Scope employees.
- 31.06 Should any Employee not wish to work as Acting Supervisor, such wishes shall not be held against them.

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 them 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 (1st) 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 their former position shall provide the Employer with two (2) weeks' written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
 - (b) incapable of performing the duties of their former position, shall be entitled to benefits they are eligible for under Sick Leave or Short Term Disability or Long-Term Disability, in accordance with Article 24 or Article 33.
- 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 plan to eligible employees, the Health Benefits Plan will be paid fifty percent (50%) by the employer and fifty percent (50%) by the employee. Such plan shall include, but is not limited to:

- (a) Extended Health Benefit Plans (no deductible on prescription medications, and the minimum existing medication formulary, as per Sun Life Financial Benefit Contract Number 58467) 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; 100% of preventative/basic dental and 50% of major dental with a combined limit of \$2,000 per calendar year.
- (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 pre-disability 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) Ongoing access to 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. The Employers responsibility under this Article is limited to the payment of necessary premiums to purchase the required insurance. It has no liability for the failure or refusal of the insurance carrier to honour an Employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer.
- 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 Union.
- (b) The Employer shall advise, as applicable, the Union of all premium rate changes pursuant to Article 33.
- (c) Matters of general concern regarding the Employee benefits under Article 33 may be referred by either party to the Employee – Management Advisory Committee (EMAC).

33.08 Flexible Spending Account

- (a) A Flexible Spending Account shall be implemented for all benefit eligible Employees. The pro-rated amount based on the date of hire shall be available upon completion of the Employee's probationary period, as per Article 20.01 (a) & (b).
- (b) Annually on April 1st, 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 Alberta College of Paramedics 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.
 - (j) An employee whose employment ends will be eligible to use the pro-rated amount of flexible spending accrued that year up to the date of their last regular shift worked, as per Article 20.01 (a) & (b).

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, 2018, matching contributions by Employee and Employer up to three hundred and fifty dollars (\$350) a month. A minimum Employee contribution of fifty dollars (\$50) is required.

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 and as per Canada Revenue Agency regulations:

home purchase

financial hardship due to illness or injury of immediate family

marriage breakdown

death in family

other reasons as approved by the Employer and in accordance to Canada Revenue Agency.

- (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 wage payment for:

- (a) vacation benefits; or
- (b) sick leave benefits; or
- (c) wages and benefits.

The Employer shall correct the compensation error no later than the second pay period following the date on which the party/parties discovering the error knew, or ought to have known of the error.

The Employer is permitted to recover from the Employee up to twelve (12) months' overpayment from the date the mistake occurred. This parallels the ability of the Employee to recover under-compensation error for a similar period.

In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations. If an under-payment mistake is not corrected by the second pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 8.

In the case of an overpayment, the Employer shall notify the Employee in writing immediately following its discovery. All calculations shall be provided to the Employee and discussion about repayment options shall occur. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period, until the entire amount has been repaid.

35.02 In the event of an overpayment affecting more than fifty percent (50%) of all Employees and totaling more than fifty percent (50%) of Employees' gross earnings is discovered within twenty four (24) hours and providing that all affected Employees were notified as per Article 35.01 and within that timeframe, Employees will be requested to repay all amounts owed immediately. If this isn't possible or should there be a disagreement, the Employer shall recover the overpayment by deducting up to fifty percent (50%) of the Employee's gross earnings per pay period, until the entire amount has been repaid.

- 35.03 In the event of an overpayment or underpayment not totaling more than ten (10) percent of the Employee's gross earnings is discovered within the current pay period, the mistake shall be corrected immediately.
- 35.04 Notwithstanding Article 35, over/under payments related to paid vacations shall be subject to Alberta Employment Standards.

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 Union 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. Employees attending on a schedule day off shall be paid at the basic rate of pay.

ARTICLE 38 - COURT APPEARANCE

- 38.01 When an employee, as a result of their duties, is summoned or subpoenaed as a witness to appear in court or other legal proceeding, they shall be:
- (a) During Vacation: Paid overtime for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable overtime rate. All necessary and reasonable travel expenses incurred by an employee who is required to return from vacation to serve as a witness shall be reimbursed by the Employer. These expenses shall include necessary food and lodging and travel expenses incurred for the employee's return from and back to the vacation destination. However, in order to qualify an employee must advise the Employer in writing immediately when they are made aware of any witness duty or other work-related duty which requires their attendance during their annual vacation. Where an employee qualifies as outlined above, extra time shall be permitted in their vacation equal to the number of vacation days lost due to court obligations.
 - (b) During Regularly Scheduled Days Off: Paid for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable basic rate of pay.

- (c) During Day Shifts: Paid at their basic hourly rate. If possible, employees are required to report for work at their regularly scheduled start time, attend court as required.
 - (d) Court Between or before Night Shifts: The employee shall be granted a leave of absence with pay commencing one (1) shift prior to court time. The employee will not receive any other pay consideration for attending the morning, afternoon or full day court. The employee will be given eight (8) hours of rest prior to attending their regularly scheduled night shift provided the Employer is notified prior to fourteen hundred (1400) hours. The employee shall suffer no loss of regular pay when this occurs. For the purpose of this article the rest period shall commence when the employee is dismissed from court.
 - (e) Court After Last Night Shift: The employee shall be granted a leave of absence with pay commencing one (1) shift prior to the court start time. The employee will not receive any other pay consideration for attending the morning, afternoon or full day court.
- 38.02 When an employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they will notify the Employer as soon as possible.
- 38.03 When a Casual Employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they shall be paid at their basic hourly rate for such appearance.
- 38.04 Any monies received by the employee from the court shall be remitted to the Employer.
- 38.05 In the event an employee is required to appear before a court of law as a member of a jury, or for the purpose of jury selection, the employee shall:
- (a) notify the Employer as soon as notice is received;
 - (b) suffer no loss of regular earnings for the scheduled time so missed;
 - (c) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed as a violation of the scheduling provisions of Article 12.

For the purpose of this Article, a day is defined as the length of an employee's average work day based on their annual hours of work to a maximum average week day.

38.06 Where the employee is required by law to appear before a court of law for reasons other than those stated in Article 28.01 and 28.05 above, they shall be granted a leave of absence without pay.

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 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).
- (d) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such extensions shall be submitted to the Union in writing thirty (30) days prior to expiry whenever possible.
- (e) Notwithstanding Article 39.01, Casuals shall not be entitled to Article 9 in case of termination of employment, with or without cause.

ARTICLE 40 - EVALUATION AND PERSONNEL FILES

- 40.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations may be conducted at least on an annual basis or per the Employer's policy.
- (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 their personnel file prior to the interview upon their written request.
- (b) The employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than ten (10) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their file.
- (c) The Employer shall make every effort to schedule evaluation interviews during working hours. By mutual agreement, or should an Employee request an evaluation interview, it may be scheduled on a day of rest. If so, the Employee shall be compensated at their basic rate of pay.
- 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 at least one (1) working day in advance, an employee may view his personnel file. Upon written request, an employee shall be given a copy of requested documents from his file.
- 40.06 A Letter of Expectation issued to an employee shall be placed on the employee's personnel file. The Letter of Expectation shall indicate that it is not disciplinary action. A copy of the Letter of Expectation shall be sent to the Union within five (5) working days.
- 40.07 During the employee's annual performance evaluation any Letter(s) of Expectation on the employee's personnel file shall be reviewed and the matters addressed incorporated into the written evaluation. After the evaluation is complete, the Letter(s) of Expectation shall be removed. Should the Employer be unable to offer a performance evaluation, and should no significant performance issues been identified and documented by the Employer during the previous twelve (12) months, the Letter of Expectation shall be removed.

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 Union and may include representative of other employee groups. This Committee shall meet at least once per quarter and shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety.
- 41.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings. A request to establish separate committees for each worksite or grouping of work sites shall not be unreasonably denied.
- 41.04 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.
- 41.05 The Committee shall consider such matters as occupational health and safety.
- 41.06 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 41.07 Where the Employer requires that the employee receive specific immunization and titre, as a result of or related to his work, it shall be provided at no cost.
- 41.08 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.
- 41.09 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.
- 41.10 The Employer and Union shall cooperate to implement a Health and Wellness committee for the well-being of all staff.

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, Union and the cost shall be shared equally between parties.
- 43.03 The Collective Agreement shall be made available to the Employees on the Employer and the Union website.

ARTICLE 44 – CRITICAL EVENT RESPONSES

- 44.01 Following a Critical Event an employee may request to be provided with a minimum of one (1) hour off duty with pay following the completion of the critical event. This shall not be unreasonably denied. A critical event is defined as an event or a series of events that has a stressful impact enough to overwhelm the usually effective coping skills of either an individual or a group.
- 44.02 In cases of a critical event an employee feels that they are unable to complete the remainder of their shift as a result of the impact of the critical event, they will be relieved of duty and allowed to leave their shift without penalty. The hours paid will be deducted from their sick bank.
- 44.03 If, in the opinion of the employees own physician and/or supervisor, the employee requires additional time and the employee is scheduled to work the day immediately following the incident, the employee may be excused from duty.
- 44.04 The Employee absent from duty beyond the day of occurrence will be compensated through the WCB process.
- 44.05 If the difficult or critical call results in an absence from the workplace, the employer shall complete the appropriate WCB documentation.

ARTICLE 45 – SEVERANCE

- 45.01 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.

- (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 fifty-two (52) weeks' pay—their normal weekly hours.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay calculated based on annual hours worked.
 - (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.
- 45.02 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.
- 45.03 A regular employee who accepts severance pay shall have terminated their employment, with no further rights to recall.
- 45.04 An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 45.05 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.
- 45.06 (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.

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

HSAA/MEDAVIE HEALTH SERVICES WEST NORTHEAST ALBERTA DIVISION 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
Divisional Supervisor (112 % of ACP)												
April 1, 2017	\$39.04	\$40.14	\$41.28	\$42.45	\$43.67	\$44.90	\$46.18	\$47.50	\$48.86	\$50.24	\$51.67	\$53.14
April 1, 2018	\$39.04	\$40.14	\$41.28	\$42.45	\$43.67	\$44.90	\$46.18	\$47.50	\$48.86	\$50.24	\$51.67	\$53.14
April 1, 2019	Wage Re-opener											
Divisional Supervisor (112 % of PCP)												
April 1, 2017	\$29.49	\$30.43	\$31.30	\$32.25	\$33.62	\$34.95	\$36.29	\$37.63	\$39.12	\$40.70	\$42.32	\$44.01
April 1, 2018	\$29.49	\$30.43	\$31.30	\$32.25	\$33.62	\$34.95	\$36.29	\$37.63	\$39.12	\$40.70	\$42.32	\$44.01
April 1, 2019	Wage Re-opener											
Advanced Care Paramedic												
April 1, 2017	\$34.84	\$35.84	\$36.85	\$37.91	\$38.98	\$40.10	\$41.24	\$42.40	\$43.62	\$44.86	\$46.12	\$47.46
April 1, 2018	\$34.84	\$35.84	\$36.85	\$37.91	\$38.98	\$40.10	\$41.24	\$42.40	\$43.62	\$44.86	\$46.12	\$47.46
April 1, 2019	Wage Re-opener											
Primary Care Paramedic												
April 1, 2017	\$26.33	\$27.14	\$27.96	\$28.80	\$30.01	\$31.21	\$32.40	\$33.60	\$34.92	\$36.33	\$37.79	\$39.29
April 1, 2018	\$26.33	\$27.14	\$27.96	\$28.80	\$30.01	\$31.21	\$32.40	\$33.60	\$34.92	\$36.33	\$37.79	\$39.29
April 1, 2019	Wage Re-opener											
Casual ACP												
April 1, 2017	\$38.98											
April 1, 2018	\$38.98											
April 1, 2019	Wage Re-opener											
Casual PCP												
April 1, 2017	\$30.01											
April 1, 2018	\$30.01											
April 1, 2019	Wage Re-opener											
EMR												
April 1, 2017	\$18.52											
April 1, 2018	\$18.52											
April 1, 2019	Wage Re-opener											

LETTER OF UNDERSTANDING #1

BETWEEN

PRAIRIE EMERGENCY MEDICAL SYSTEMS INC.
(MEDAVIE HEALTH SERVICES WEST,
NE Alberta Division)
(hereinafter referred to as "the Employer")

AND

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

RE: JOB-SHARING

The Employee or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the Employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Union.

Such terms shall be:

1. The Employees partnering in this job share arrangement will share the duties and responsibilities of one [Position status & FTE – ex. Regular Full-time (1.0 FTE)] [Position classification title] position within [Site/Division].
2. The hours of work of the job share [Status] [Position title] position will be split between Participant 1 and Participant 2. While working the job share, the status of Participant 1 will be a Regular Part-Time [FTE] FTE, working [50%] of the posted rotation and the status of Participant 2 will be a Regular Part-Time [FTE] FTE, working [50%] of the posted rotation. The Participants may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.
3. This agreement is only possible between a Full-Time (1.0 FTE) and a Casual Employee.
4. For the duration of this job share arrangement, the provisions of the Collective Agreement, as well as Employer policies, procedures, and guidelines will be administered based on the Regular Part-Time status of each Participant.
5. In the event that one of the Participants is absent, the remaining Participant may be required by the Employer to work all hours of the [Position status & FTE] position or to work a different schedule. When one Participant is away for any

reason for a period of greater than thirty (30) calendar days, the Employer may fill such absence by posting for a temporary position or by filling on a casual basis.

If the Employer is unable to fill on either a temporary or casual basis, the remaining Participant may be required to work all hours of the [Position status & FTE] position. This shall be at no additional cost to the Employer.

6. With thirty (30) days written notice, either party may discontinue this job share arrangement.
7. In the event the Employer cancels this job share arrangement, the Participant with greater seniority will assume the [Position status & FTE] position. If the senior Participant indicates in writing that they does not wish to assume the [Position status & FTE], then the junior Participant will assume the [Position status & FTE]. The remaining Participant may pursue employment opportunities through the regular recruitment process. If the remaining Participant is unable to obtain a position through the recruitment process, they shall be converted to casual status if they so choose, and in any event will be deemed to have voluntarily resigned from their regular employment. If neither Participant assumes the [Position status & FTE] position, a Participant unable to obtain a position through the recruitment process shall be converted to casual status if they so choose, and will in any event be deemed to have voluntarily resigned from their regular employment.

Such movement is not in violation of the Collective Agreement.

8. In the event that either of the Participants resigns or terminates from this arrangement, the remaining Participant retains the option to assume the original [Position status & FTE] position. If the remaining Participant does not wish to assume the said position, the Employer will endeavor to recruit a suitable partner. If a suitable partner cannot be found, the remaining Participant may apply for an alternate position through the normal recruitment process. A Participant unable to obtain a position through the recruitment process shall be converted to casual status if they so choose, and will in any event be deemed to have voluntarily resigned from their regular employment.

Such movement is not in violation of the Collective Agreement.

9. Both of the Participants will be held accountable for the outcomes expected of the shared [Position status & FTE – ex. Regular Full-time (1.0 FTE)] [Position classification title] position.
10. The Participants will have on-going, timely, effective, and proactive communication in respect of all aspects of the duties, responsibilities, and work associates with the position. As requested or required by the Employer, one Participant will attend meetings and/or staff development in-services and fully communicate information

received therein to the other Participant. Professional, timely and efficient communication is a key requirement of this arrangement.

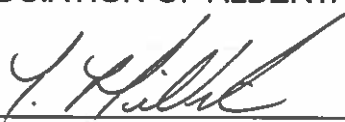
11. Notwithstanding Article 19.03 of the Collective Agreement, [Employee A] (Participant 1) and [Employee B] (Participant 2) agree to pay fifty (50%) of all benefit premiums.
12. Any notice given pursuant to this Agreement will be delivered to either Participant in writing or, on behalf of the participant, to the Participants' manager in writing.
13. This Letter of Understanding will expire March 31, 2020 or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: October 1, 2018

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: Sept 28, 2018

LETTER OF UNDERSTANDING #2

BETWEEN

PRAIRIE EMERGENCY MEDICAL SYSTEMS INC.
(MEDAVIE HEALTH SERVICES WEST,
NE Alberta Division)
(hereinafter referred to as "the Employer")

AND

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

RE: TWELVE (12) HOURS CORE/FLEX SCHEDULE

WHEREAS the Parties agree to assess the possibility of implementing a Twelve (12) hours Core/Flex Schedule;

WHEREAS the Parties agree that such schedule could be beneficial;

WHEREAS Alberta Health Services must approve such schedule even if it is cost neutral for the Employer;

NOW THEREFORE the Parties agree as follows:

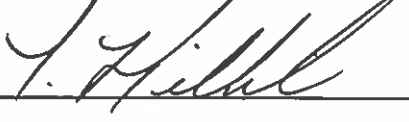
1. The Employer agree to prepare and submit a business proposal to Alberta Health Services;
2. This business proposal shall be submitted to Alberta Health Services no later than twelve (12) months prior to the expiry of this contract;
3. The Employer agree to provide the Union with regular updates;
4. The Union agree to provide the Employer with the necessary support.

This Letter of Understanding will expire March 31, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


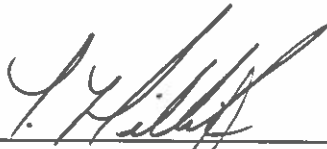





DATE: October 1, 2018

DATE: Sept 28, 2018

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. (MEDAVIE HEALTH SERVICES WEST, NE Alberta Division)	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
	
	
Date: <u>October 1, 2018</u>	Date: <u>Sept 28, 2018</u>