

**A**

**COLLECTIVE AGREEMENT**

**BINDING**

**FOOTHILLS REGIONAL EMERGENCY SERVICES  
COMMISSION**

**AND**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**FOR THE PERIOD**

**JANUARY 1, 2020 TO DECEMBER 31, 2022**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT .....	1
ARTICLE 2 - DEFINITIONS.....	2
ARTICLE 3 - MANAGEMENT RIGHTS.....	3
ARTICLE 4 - RECOGNITION.....	4
ARTICLE 5 – NO DISCRIMINATION .....	5
ARTICLE 6 - UNION SECURITY AND CHECKOFF OF UNION DUES .....	5
ARTICLE 7 - NO STRIKE OR LOCK OUT .....	6
ARTICLE 8 - GRIEVANCE PROCEDURE.....	6
ARTICLE 9 - ARBITRATION .....	10
ARTICLE 10 - BULLETIN BOARDS.....	11
ARTICLE 11 - PROBATIONARY PERIOD.....	11
ARTICLE 12 - HOURS OF WORK.....	12
ARTICLE 13 - OVERTIME.....	15
ARTICLE 14 - ON-CALL DUTY .....	16
ARTICLE 15 – NIGHT SHIFT AND WEEKEND PREMIUM .....	17
ARTICLE 16 - SENIORITY .....	18
ARTICLE 17- LAYOFF AND RECALL .....	19
ARTICLE 18 - PROMOTIONS, TRANSFERS AND VACANCIES.....	21
ARTICLE 19 - NAMED HOLIDAYS .....	23
ARTICLE 20 - ANNUAL VACATION .....	26
ARTICLE 21 - LEAVES OF ABSENCE .....	28
ARTICLE 22 - JOB CLASSIFICATIONS .....	37
ARTICLE 23 - JOB DESCRIPTIONS .....	38
ARTICLE 24 - SICK LEAVE .....	38
ARTICLE 25 - DISCIPLINE AND DISMISSAL .....	40
ARTICLE 26 - RESIGNATION/TERMINATION .....	41
ARTICLE 27 - SALARIES.....	42
ARTICLE 28 - RECOGNITION OF PREVIOUS EXPERIENCE .....	43
ARTICLE 29 - UNIFORM AND CLOTHING ISSUE .....	44

ARTICLE 30 - DUTY-INCURRED EXPENSES .....	45
ARTICLE 31 - TEMPORARY ASSIGNMENTS.....	45
ARTICLE 32 – LONG SERVICE RECOGNITION.....	45
ARTICLE 33 - WORKERS’ COMPENSATION .....	46
ARTICLE 34 - EMPLOYEE BENEFIT PLANS .....	47
ARTICLE 35 - GROUP RRSP PLAN .....	50
ARTICLE 36 - OVER/UNDER PAYMENTS .....	51
ARTICLE 37 - CONTRACTING OUT .....	52
ARTICLE 38 – EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE .....	52
ARTICLE 39 - COURT APPEARANCE.....	52
ARTICLE 40 - EVALUATION AND PERSONNEL FILES.....	53
ARTICLE 41 - OCCUPATIONAL HEALTH AND SAFETY .....	54
ARTICLE 42 - SEVERANCE .....	54
ARTICLE 43 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES.....	56
ARTICLE 44 - COPIES OF COLLECTIVE AGREEMENT .....	56
SALARY SCALE.....	57

## ALPHABETICAL INDEX

ANNUAL VACATION	
Article 20 .....	30
ARBITRATION	
Article 9 .....	15
BULLETIN BOARDS	
Article 10 .....	16
CONTRACTING OUT	
Article 37 .....	56
COPIES OF COLLECTIVE AGREEMENT	
Article 44 .....	60
COURT APPEARANCE	
Article 39 .....	56
DEFINITIONS	
Article 2 .....	7
DISCIPLINE AND DISMISSAL	
Article 25 .....	44
DUTY-INCURRED EXPENSES	
Article 30 .....	49
EMPLOYEE BENEFIT PLANS	
Article 34 .....	51
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE	
Article 38 .....	56
EVALUATION AND PERSONNEL FILES	
Article 40 .....	57
GRIEVANCE PROCEDURE	
Article 8 .....	11
<i>GROUP RRSP PLAN</i>	
Article 35 .....	54
HOURS OF WORK	
Article 12 .....	17
JOB CLASSIFICATIONS	
Article 22 .....	41
JOB DESCRIPTIONS	
Article 23 .....	42
LAYOFF AND RECALL	
Article 17 .....	23
LEAVES OF ABSENCE	
Article 21 .....	33
LONG SERVICE RECOGNITION	
Article 32 .....	49
MANAGEMENT RIGHTS	
Article 3 .....	8

NAMED HOLIDAYS	
Article 19 .....	27
NIGHT SHIFT AND WEEKEND PREMIUM	
Article 15 .....	21
NO DISCRIMINATION	
Article 5 .....	10
NO STRIKE OR LOCK OUT	
Article 7 .....	11
OCCUPATIONAL HEALTH AND SAFETY	
Article 41 .....	57
ON CALL DUTY	
Article 14 .....	21
OVER/UNDER PAYMENTS	
Article 36 .....	55
OVERTIME	
Article 13 .....	20
PART-TIME, TEMPORARY AND CASUAL EMPLOYEES	
Article 43 .....	59
PREAMBLE .....	6
PROBATIONARY PERIOD	
Article 11 .....	16
PROMOTIONS, TRANSFERS AND VACANCIES	
Article 18 .....	25
RECOGNITION	
Article 4 .....	9
RECOGNITION OF PREVIOUS EXPERIENCE	
Article 28 .....	47
RESIGNATION/TERMINATION	
Article 26 .....	45
SALARIES	
Article 27 .....	46
SALARY SCALE .....	61
SENIORITY	
Article 16 .....	22
SEVERANCE	
Article 42 .....	58
SICK LEAVE	
Article 24 .....	42
TEMPORARY ASSIGNMENTS	
Article 31 .....	49
TERM OF COLLECTIVE AGREEMENT	
Article 1 .....	6
UNIFORM AND CLOTHING ISSUE	
Article 29 .....	48

UNION SECURITY AND CHECKOFF OF UNION DUES	
Article 6 .....	10
WORKERS' COMPENSATION	
Article 33 .....	50

THIS COLLECTIVE AGREEMENT MADE January 29, 2020.

**FOOTHILLS REGIONAL EMERGENCY SERVICES COMMISSION**

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(Hereinafter referred to as the “the Union”)

**PREAMBLE**

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

**AND WHEREAS** the parties agree that the primary purpose of the Employer is to provide the Communities with efficient, competent Emergency Communications, it is the intent of the parties to:

1. Protect the interest of the public, customers, employees and the community.
2. Maintain harmonious relations between the Employer and the Employees.
3. Recognise the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.
4. Ensure the provisions of capable and timely 911 Call Answer/Dispatch service.

**NOW THEREFORE** the parties agree as follows:

**ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where specifically provided otherwise, the term of this Collective Agreement shall be effective from January 1, 2020 up to and including December 31, 2022 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 eighty (180) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 "Commission" shall mean that group of persons appointed by the Municipal Councils as created under Part 15.1 of the Municipal Government Act of Alberta or any other Act or order.
- 2.02 "Employee" means any person employed in the bargaining unit referred to in Article 4.01 or who performs functions of a call answer dispatch nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 22.
- 2.03 "Code" means the Labour Relations Code as amended from time to time.
- 2.04 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.05 "Union" means the Health Sciences Association of Alberta.
- 2.06 "Employer" shall mean Foothills Regional Emergency Services Commission.
- 2.07 "Basic Rate of Pay" is the step in the salary scale applicable to the Employee as set out in the Salaries Appendix exclusive of all allowance and premium payments.
- 2.08 "Shift" means a daily work period exclusive of overtime hours.
- 2.09 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.10 "Mediation" shall take meaning from the section of the Code dealing with resolution of a difference.
- 2.11 Where the masculine gender is used herein it shall mean and include the feminine gender and similarly the singular shall mean and include the plural as the context may require.
- 2.12 Communications Specialist is one who has successfully completed the Public Safety Communications Program or equivalent certification/experience/training and who is in possession of a current EMD and EFD certification.
- 2.13 "Vacation" means annual vacation with pay.
- 2.14 "Vacation year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the 31st of December that calendar year.



2.15 All Employees shall be designated as follows:

- (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) 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.
- (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 or less than six (6) months; or
  - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a full-time or part-time Employee who is on a leave of absence due to an illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

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

2.17 "Executive Director" shall mean the senior administrative person responsible to the Foothills Regional Emergency Services Commission.

### **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 employees" 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 Executive Director or designate of the Employer and the Union with a copy to the Chair of the local unit.
- 4.04 An employee shall not engage in Union business during working hours without the prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however,

that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation.

- 4.07 The name of the Local Unit Representative shall be supplied in writing by the Union to the Employer before they are recognized as the Union Local Unit Representative.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 5.01 There shall be no discrimination, restriction or coercion practiced by either party in respect of an employee by reason of race, political affiliation, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, 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.

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

Membership in the Union is voluntary.

- 6.01 (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 (15<sup>th</sup>) 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
- (b) For the purposes of this article, “gross earnings” shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.
- 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 Union dues deducted on the T4 forms issued to an employee for income tax purposes.

## **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.

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

#### **(a) Formal Discussion**

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 their immediate supervisor. If it is not resolved in this manner, the employee(s) shall seek the advice and help of an HSAA representative. If it becomes a grievance, it will be submitted in writing and delivered to Foothills Regional Emergency Services through HSAA.

Grievances will indicate:

- (i) the nature of the grievance.
- (ii) the clause or clauses claimed to have been violated.
- (iii) the redress sought.

(A) 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.

(B) In the event that the difference is of a general nature affecting two or more employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Executive Director 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 Executive Director shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance

(c) Step 2

Within seven (7) days of receipt of the decision of the Executive Director, the grievance may be advanced to Step 2 by submitting to the Chairman of the Commission, or their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting which may be arranged by either party, shall occur.

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

(d) Step 3

Should a grievance not be resolved at Step 2, the Union may elect to submit the grievance to Mediation. In this case, the Union shall notify the Employer in writing within seven (7) days of receipt of the decision of the Chairman of the Commission or their designate, that Union wishes to proceed to Mediation.

By mutual agreement between the parties, a mediator may be appointed who shall endeavour to mediate a settlement. If the parties cannot agree upon a mediator the grievance shall be forwarded to Step 4.

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

(e) Step 4

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

(f) Default

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

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

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

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 Executive Director or with the Chairman of the Commission, or their 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 Chairman of the commission, or their 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 Chairman of the Commission, or their 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 Chairman of the Commission, or their designate, shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of the grievance.

### (c) Step 2

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

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

### (d) Step 3

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

same time the Union shall name its appointee to the Arbitration Board. Within seven (7) days of the Chairman of the Commission receiving such written notice, the Chairman of the Commission shall notify the Union in writing of the Employers appointee to the Arbitration Board. By mutual agreement between the parties in writing, a single Arbitrator may be appointed.

## **ARTICLE 9 - ARBITRATION**

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



- 9.06 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have the authority to render an award with or without the concurrence of either of the other members.
- 9.07 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

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

- 10.01 The Employer shall provide a bulletin board for employees to be placed in a reasonably accessible location in the Communications Center for the exclusive use of the Union 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.

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 one thousand and ninety-two (1092) hours worked, exclusive of overtime, immediately following the date on which the current period of continuous employment commences.
- 11.02 A newly hired casual employee shall be considered as contributing up to five hundred and forty-six (546) hours of time worked as a casual, excluding overtime, towards the completion of the one thousand and ninety-two (1092) hours worked, exclusive of overtime, when hired as, or promoted to, a regular employee position in the same classification. This clause shall apply providing no more than three (3) months have elapsed since 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 their 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 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 during the probationary period.
- 11.05 The Employer shall provide a written evaluation to each probationary employee prior to the completion of this probationary period.
- 11.06 An employee who has completed their probationary period and remains in the Employer's employ, shall not subsequently be placed on probation.
- 11.07 Further to Article 11.01, part-time employees will have completed their probationary period after one thousand ninety-two (1092) hours or one (1) year of employment, whichever is the lesser.

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

- 12.01 Hours of Work shall consist of Communications Shift Schedule and the Shift Superintendent Shift Schedule.
- 12.02 (a) Communications Shift Schedule shall:
- (i) Operate under a four (4) platoon system on the basis of four twelve (12) hour shifts which may comprise of day shifts (0700 -1900), night shifts (1900-0700) or a combination of both (Tour of Duty for Communications). The four shifts are followed by four days off.
  - (ii) Average a maximum of forty-two (42) hours per week over one (1) complete cycle of the shift schedule (i.e. eight (8) weeks)
  - (ii) Full-time Hours of Work for Communications shall consist of two thousand one hundred eighty-four (2184) Core Hours in each year of full-time employment and shall be compensated at the Employee's Basic Rate of Pay
- (b) Shift Superintendent Shift Schedule shall:
- (i) Operate as four twelve (12) hour shifts followed by four days off with on call responsibility.
  - (ii) Average a maximum of forty-two (42) hours per week over one (1) complete cycle of the shift schedule.
  - (iii) Full-time Hours of Work for a Communications Shift Superintendent shall consist of two thousand one hundred eighty-four (2184) Core Hours in each year of full-time employment and shall be compensated at the Employee's Basic Rate of Pay

### 12.03 Rest Periods

Regular hours of work shall include two (2) paid rest periods of twenty (20) minutes during each shift of twelve (12) hours.

### 12.04 Employee Shift Exchanges

- (a) Employees may exchange shifts and/or days off with employees in the same classification provided that:
  - (i) both affected employees submit the request in writing, giving reasonable notice; and
  - (ii) the Employer approves the exchange; and
  - (iii) operational efficiency is not disrupted; and
  - (iv) there is no increased cost to the Employer; and
  - (v) the shift schedule shall be amended by the Employer to reflect the shifts being exchanged.

Such approval shall not be unreasonably withheld.

- (c) Two employees may enter into a “permanent shift exchange” arrangement if both employees mutually agree. A permanent shift exchange is an arrangement where one employee agrees to work four day shifts for their Tour of Duty, while the other agrees to work four night shifts in their Tour of Duty. By providing 30 days notice to all parties, such an arrangement may be cancelled by either of the two employees, the Union or the Employer.

In the event that one of the permanent shift exchange partners leaves their position, or wishes to revert to the Tour of Duty in Article 12.02 (a), the remaining shift exchange partner and the employer shall share the onus to attempt to find a new permanent shift exchange partner. Should such an effort fail to find a suitable replacement, the remaining employee will also revert to the Tour of Duty in Article 12.02 (a).

12.05 Employees called in to work and not required to commence work and/or who work two (2) hours or less shall receive a minimum of two (2) hours at two times (2X) their Basic Rate of Pay.

12.06 Hours of Work shift for a Casual employee shall be:

- (a) up to twelve (12) hours for a Communications Shift.
- (b) overtime for a casual employee is as defined in Article 13 (Overtime).

12.07 Schedule Posting and Schedule Changes (not applicable to Casual employees)

- (a) Unless otherwise agreed between the Union and the Employer, shift schedules 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 12.07 (b), (c), and (d).
- (b) Unless an employee is given at least fourteen (14) calendar days notice of a change of their scheduled days off they shall be paid 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) If, in the course of a posted schedule, the Employer changes the employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) 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 day's notice of such change has been provided.
- (d) 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.

12.08 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.

12.09 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.

## **12.10 Modified Work Days**

- (a) The Parties may agree to implement a system of Modified Work Days in which the hours of work for a position or positions are modified from Article 12.02. Such agreement shall be evidenced by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the Parties.
- (b) Any agreement made pursuant to Article 12.10 may be terminated by either party to this Collective Agreement providing to the other party eight (8) weeks notice in writing of such intent.
- (c) The Employer and the Union acknowledge and confirm that, with the exception of those amendments specifically detailed in the Modified Work Day agreement, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.

12.11 The Parties recognize that there may be circumstances which create a need to modify or add to Article 12.02. Should such circumstances arise, the Parties agree to meet and discuss the issue.

## **ARTICLE 13 - OVERTIME**

### **Overtime for Full Time Employees**

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of their regularly scheduled shift, either immediately following or immediately preceding the normally scheduled shift; and any additional shift, or part thereof, over and above the normally scheduled shifts. Such hours shall be paid at two times (2X) the Employee's Basic Rate of Pay, for all hours worked. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of 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 times (2X) their basic rate of pay for all hour 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 (a) An Employee shall be allowed to bank overtime, to be taken as time off in lieu of payment for overtime. One hour of overtime shall equal two times (2X) hours lieu time. This time off shall be taken at a time mutually agreed between the Employer and Employee. Banked overtime may be taken in conjunction with scheduled vacation.

- (b) The maximum amount of time that may be banked is 48 hours. When the maximum is reached the employee may elect to have the time paid out, at (2 X) the basic rate of pay.
- (c) Overtime banks will be paid out on the first full pay period after December 31 each year unless by that time the employer and employee have agreed when the overtime bank will be used. If agreement is reached in respect of partial usage of the bank then the remainder will be paid out.

**13.04 Overtime for Part-time and Casual Employees.**

Part-time and Casual employees shall be deemed to be working overtime when required by the Employer to work:

- (a) Hours immediately preceding or following a scheduled 12 hour shift: or
- (b) Hours worked in excess of 42 hours per week averaged over an 8 week schedule.

**ARTICLE 14 - ON-CALL DUTY**

- 14.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty, during which the Employee is placed on-call and must be available to respond without undue delay to any request to return to duty.
- 14.02 A Communications Superintendent is required to provide leadership on-call duty for the period of 1900 to 0700 during their regular shift of four (4) days. The Superintendent must be available for telephone consultation and/or immediate callback to the Communications Center.
- 14.03 The employer agrees to pay three dollars and fifty cents (\$3.50) per hour for each hour of on-call duty.
- 14.04 An Employee who is required to be "called back" during on-call duty, or called back outside of regular scheduled hours of work for emergency coverage, shall be paid for all hours worked during the call-back at two time (2X) the Employee's basic rate of pay, or for six (6) hours at straight time, whichever is greater. Should the Employee receive another call-back within the time frame of the first call-back, it shall be considered continuous with the first call-back.

## **ARTICLE 15 – NIGHT SHIFT AND WEEKEND PREMIUM**

### **15.01 Weekend Premium**

The rates payable under subparagraphs (i) to (iii), below, shall be:

The sum of three dollars and fifty cents (\$3.50) per hour shall be paid effective January 1, 2020 until the end of this agreement.

- (i) to employees working a shift wherein the majority of such shift falls within a sixty (60) hour period commencing at nineteen hundred (1900) hours on a Friday; or
- (ii) to employees working each hour (or portion thereof) during the period of nineteen hundred (1900) hours on a Friday, and zero eight hundred (0700) hours on a Monday; or
- (iii) to employees working all overtime hours which fall within the sixty (60) hour period commencing at nineteen hundred (1900) hours on a Friday.

### **15.02 Night Shift Premium**

The rates payable under subparagraphs (i) and (ii), below, shall be:

Effective January 1, 2020, the night shift premium shall increase to three dollars and fifty cents (\$3.50) and remain at that point until the end of this collective Agreement:

- (i) to employees for each regularly scheduled hour worked between nineteen hundred (1900) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked within nineteen hundred (1900) hours and zero seven hundred (0700) hours.
  - (ii) to employees working overtime hours which fall between nineteen hundred (1900) hours to zero seven hundred (0700) hours.
- (b) Night shift and weekend premium shall not be considered part of the basic hourly rate of pay.
  - (c) Night shift and weekend premium shall be paid in addition to the overtime rate.
  - (d) Where applicable, night shift and weekend premium will be stacked.

## **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. For the purposes of this first Collective Agreement this list will be established based on the employee's original date of hire with FRESC, or its successor organizations, as a regular employee.
- (b) For newly hired regular or temporary employees, seniority with the Employer starts on the date on which the employee commences employment in the bargaining unit.
- (c) For casual employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their continuous hours worked with the Employer by 2,184.
- 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.



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

17.01 (a) In case it becomes necessary to reduce the work force by

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

the Employer will notify the Union and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work 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 fourteen (14) 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 may be accompanied by a representative of the Union, if one is available.

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

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

### **17.03 Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the work required.

- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
  - (c)
    - (i) The Employer shall endeavor 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.
  - I 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 local 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 (1<sup>st</sup>) 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) months duration, the Employer shall inform the employee that they may make arrangements, subject to the applicable Pension Board's approval, for the payment of their contributions to the applicable pension plan, and that they may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 34 subject to the Insurer's requirements.

### **ARTICLE 18 – PROMOTIONS, TRANSFERS AND VACANCIES**

- 18.01 Where the Employer decides to fill a vacant bargaining unit position on a permanent basis, such a vacancy shall be posted a minimum of eight (8) calendar days prior to filling the position.
- 18.02 Where circumstances require the Employer to fill a posted vacancy before the expiry of the eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
- 18.03 Promotion and the filling of vacancies within the bargaining unit shall be based upon qualifications established by the Employer. Employees shall be entitled to bid for posted vacancies by means of written application submitted as directed before the deadline date and time.
- 18.04 In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- 18.05 Where, in the Employer's opinion, there is no bargaining unit applicant who satisfactorily meets the level of qualifications established for the position, the Employer may hire from any source.
- 18.06 The notice of posting referred to in Article 18.01 shall contain the following information:
- (a) duties of the position;
  - (b) qualifications required;
  - (c) hours of work;
  - (d) status of position, and expected term if a temporary position; and

I salary;

- 18.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had they remained in their former position.

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

- (b) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated to casual status.
- 18.08 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of up to one thousand and ninety-two (1092) hours in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Should such an employee fail to succeed or request a transfer back to their former position during the aforementioned trial period, the Employer will make sincere efforts to reinstate the employee into their former position, or, if such reinstatement is not possible shall attempt to place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority, and at not less than the same rate of pay to which the employee would be entitled had they remained in their former position.
- 18.09 When, because of inability to perform the functions of a position or because of ill health, an employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower scale that will result in the recognition of service from the date the current period of continuous employment commenced.

- 18.10 When an employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted employee shall be advanced to that step in the new scale which is next higher than their current rate or to the step which is next higher again if such salary increase is less than the employee's next normal increment on the former salary scale. In the event that a promoted employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current rate, or if such salary increase is less than the employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.
- 18.11 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 18.12 The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 18.01 to the Union local unit Chair within seven (7) calendar days of the posting.
- 18.13 The Union Local Chair shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

**ARTICLE 19 – NAMED HOLIDAYS**

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

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

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

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

- (b) In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer on February 1<sup>st</sup> shall be granted an additional holiday as a “floater holiday” in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee.
- (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 Communications Center at least six (6) months prior to the occurrence of the Named Holiday.

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

- (a) work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or other reasons acceptable to the Employer.
- (b) work on the Named Holiday when scheduled or required to do so.

19.03 “Day” as referenced in this article shall be defined as twelve (12) Hours of work.

19.04 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one half (1 ½ X) at their basic rate of pay plus an alternate day to be taken as follows:

- (a) one (1) days’ pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to their next annual vacation; or

failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days’ pay at the basic rate of pay is desired;

19.05 If a date is not designated pursuant to Article 19.01(c) and subject to Article 19.02, when a Named Holiday falls on a day that would otherwise be an employee’s regularly scheduled day off, the employee shall receive:

- (a) at the written request of the employee, payment of one (1) day’s pay; or
- (b) an alternate day off at a mutually agreed time, to be booked within thirty (30) calendar days of each named holiday’s accrual; or
- (c) by mutual agreement, a day added to their next annual vacation; or
- (d) by mutual agreement a day added to the Employee’s Stat bank; or

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; or

failing mutual agreement of (a), (b), (c) or (d) above, within thirty (30) calendar days of each named holiday's accrual, payment of one (1) day's pay at the basic rate of pay.

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

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

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

19.08 Named Holidays – Temporary and Part-Time Employees

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

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

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

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

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

- (b) A temporary or part-time employee to whom these provisions apply shall be paid, in addition to their basic rate of pay, five percent (5%) of their basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday.

## **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 20.12. 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:

20.02 during the first three (3) years of continuous employment an employee shall earn entitlement to vacation calculated on a basis of six (6%) per cent of regular hours worked; or

20.03 during the fourth (4<sup>th</sup>) through the ninth (9<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of eight per cent (8%) of regular hours worked; or

20.04 during the tenth (10<sup>th</sup>) through nineteenth (19<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of ten per cent (10%) of regular hours worked; or



- 20.05 during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment an employee shall earn entitlement to vacation calculated on a basis of twelve per cent (12%) of regular hours worked
- 20.06 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.
- 20.07 All Employees shall submit their vacation requests to the Employer prior to November 15 of each year and approval of vacation time requested shall be made or denied by the Executive Director no later than December 31<sup>st</sup> of that same year.
- (a) An employee may submit a vacation request after December 31<sup>st</sup>. 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 exercise seniority rights within two (2) weeks of the time that employees are asked to choose a vacation time shall not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- 20.08 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 20.09 (a) All vacation earned in one vacation year shall be taken during the next year following, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made in writing and shall be subject to the approval of the Employer.
- (b) Vacation carry over shall not exceed the equivalent of one week's vacation, except by mutual agreement between an employee and employer.
- 20.10 Notwithstanding Article 20.09 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
- 20.11 An employee may request vacation leave during any period of the year.

- 20.12 Upon the request of the employee earned vacation credits may be divided into more than one vacation period if approved by the Executive Director. The periods may be divided into blocks as small as one day at a time unless otherwise mutually agreed.
- 20.13 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. Vacation for Casual Employees:
- (a) A Casual Employee shall be paid, in addition to their basic rate of pay, four per cent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of their regular earnings in lieu of vacation, whichever is applicable depending on vacation entitlement.
  - (b) A Casual Employee shall not be scheduled to work or be placed on call for three (3) weeks during each vacation year. Such vacation may be applied for during any period of the year, but shall be taken at a mutually agreeable time. Additional leave will be granted during each vacation year as applicable depending on vacation entitlements.
  - (c) Only those regularly scheduled hours and additional hours paid at the basic rate of pay and on a Named Holiday to a maximum of twelve (12) hours for Communications 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.
- (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 34, 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 without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

## 21.02 **Special Personal Leave**

If an employee is unable to report to work as the result of:

- (a) illness or appointments in the immediate family requiring the employee's personal attention, or;
- (b) immediate or urgent family circumstances, not foreseeable by or beyond the control of the employee, that can only be resolved by the employee's personal attention, or;
- (c) providing palliative care to a member of the immediate family who requires it.

The Employer shall approve special personal leave in such circumstances to a maximum of thirty-six (36) hours without loss of pay in each calendar year; any requests for additional leave shall be subject to the provisions of Article 21.01. The employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance, and the family relationship. For the purpose of this article, immediate family shall be as per Article 21.06 (a) (i).

### 21.03 Union Business

- (a) In so far as the regular operation of the Employer will permit, employees may, upon not less than fourteen (14) calendar days notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Union affairs.
- (b) A maximum of two 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 supervisor.
- (d) HSAА agrees to reimburse FRESС for actual salary paid to the employee while on leave plus an administrative charge of fifteen (15%) per cent.

### 21.04 Parental Leave

- (a) An employee who has completed their probationary period shall, upon their written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that 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 unless an extension is granted by the Employer. Employees eligible for maternity leave shall also be granted parental leave of an additional 62 weeks as per Article 21.04(c) upon request.

Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.

- (b) A pregnant employee whose continue employment in their position may be hazardous to herself or to their unborn child, in the written opinion of their physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 21.04(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from

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

- (c) A parent-to-be who has completed their probationary period shall, upon their written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.
- (d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of their readiness to return to work following which the Employer will reinstate them in the same position held by their 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 benefits that accrued to them up to the date they commenced the leave.
- (e) Adoptive Parent Leave

An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks months in duration for the purpose of adopting a child provided that:

- (i) they make 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) day's notice that such leave is to commence.

(f) Paternity Leave

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

**21.05 Educational Leave**

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

- (a) The parties to this Collective Agreement recognize the value of continuing education for each employee and recognize that continuing education may be deemed necessary for employees covered by this Collective Agreement and recognize that the responsibility for such continuing education lies not only with the individual but also with the Employer.

- (b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employee to participate in education programs.
- (c) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:
  - (i) for program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
  - (ii) for hours in attendance at such program on regularly scheduled days off, the employee shall be paid at 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.

## 21.06 Bereavement Leave

- (a) Bereavement leave with pay of:
- (i) seven (7) consecutive calendar days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancée. Step-parent, step-children, step-brother and step-sister shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as 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 in excess of three hundred and eighty-five (385) kilometers one way from the employee's residence 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 the bereavement leave been taken in one undivided period.
- (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.
- (e) Bereavement Leave - Part-Time Employees

In calculating paid bereavement leave entitlement for part-time employees, the provisions of Article 21.06 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death

## 21.07 Professional Development Leave

- (a) Upon written application to the Employer, a regular employee may request a leave of absence without pay for reasons of professional development which the Employer views as beneficial to the organization. A regular employee shall be eligible for consideration of professional development leave after completing two (2) years of continuous full-time service, or equivalent hours based on two thousand one hundred and ninety (2,184) hours per year exclusive of overtime hours worked. Such leave shall not exceed twelve (12) consecutive calendar months in an unbroken manner.
- (b) Where a regular employee has received a professional development leave, such a regular employee will not be eligible for another professional development leave until 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.

## 21.08 Personal Development Leave

- (a) Upon written application to the Employer, a regular employee considering a career change may request a leave of absence without pay for reasons of personal development. A regular employee shall be eligible for consideration of personal development leave after completing five (5) years of continuous full-time service, or equivalent hours based on two thousand one hundred and eighty-four (2,184) hours per year exclusive of overtime hours worked. Such leave shall not exceed twelve (12) consecutive calendar months in an unbroken manner.
- (b) At least fourteen (14) days prior to the employee's return from the personal development leave, the employee shall meet with the Employer to discuss whether the employee wishes to change careers or remain with the Employer. Pending the employee's decision to remain with the Employer, the employee shall be reinstated by the Employer in the same position and classification held by 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.

## 21.09 Caregiver Leaves

### (a) Compassionate Care Leave

- (i) An Employee who has completed their probationary period, shall be entitled to 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 with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.
- (ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* regulations.
- (iii) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (iv) 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 if they want to take the leave in weekly increments.

### (b) Critical Illness Leave

- (i) An Employee who has completed their probationary period, and is a family member of a critically ill or injured child or a critically ill qualified adult relative, shall be entitled to leave of absence without pay or benefits,
  - for a period of thirty-six (36) weeks to care for their critically ill child; or,
  - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age

for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta) and regulations.

- (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.
- (iv) At the request of the employee, critical illness leave may be taken in one (1) week increments.
- (v) Where possible, an employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the employer if they want to take the leave in weekly increments.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness leave.

#### **21.10 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.

#### **21.11 Death or Disappearance of a Child Leave**

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

#### **21.12 Domestic Violence Leave**

- (a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for up to ten (10) days per calendar year.

- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.
- (c) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

**21.13 Citizenship Ceremony Leave**

An Employee who has completed their probationary period is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

**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.
- (b) If the Union does not agree with the proposed pay rates the parties shall, within thirty (30) days of the creation or inclusion of the classification, meet and attempt to agree upon a pay scale for the classification.
- (c) If the parties are unable to agree upon a pay scale, the Union may refer the matter to mediation/arbitration at Step 3/4 of the Grievance Procedure.
- (d) During the conduct of the processes described above, the Employer may establish an interim rate of pay and fill positions within the classification pending the outcome of the processes, on the understanding that the ultimate pay rate shall be retroactive to the date of creation of the classification

**22.02 Position Classification Review**

- (a) An employee who feels their position is improperly classified may apply to the Executive Director to have the classification reviewed.

- (b) (i) Where the review concerns an employee-initiated request for reclassification, the Executive Director's decision is final.
- (ii) The Executive Director's decision shall be rendered within 30 days of the request.
- (iii) An employee who initiates a request under this clause is entitled to the assistance of Union Representative.
- (iv) Where the review concerns an Employer-initiated downgrading of classification, the affected employee may appeal the Executive Director's decision within 30 days through the Grievance Procedure, including.

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

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

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

- 24.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 24.02 An employee shall be allowed a credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment up to a maximum credit of one hundred and ninety-two (192) hours.
- 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.
- 24.05 When an employee has accrued the maximum sick leave credit of one hundred and ninety-two (192) hours, 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.

- 24.06 Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.
- 24.07 Sick leave credits shall accrue for the first (1<sup>st</sup>) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1<sup>st</sup>) 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" 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 If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 24.10 An employee may request in writing once a year the status of their sick leave entitlement.

#### **24.11 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 twelve (12) hours for each full month of employment, pro-rated to the regularly scheduled hours they worked each month, up to a maximum credit of one hundred and ninety two (192) hour.

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

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

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

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

- 26.01 An employee shall provide to the Employer twenty-eight (28) calendar days notice, where possible, and at any rate shall, provide the Employer with a minimum of fourteen (14) calendar day's 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 days of the date of termination.
- 26.03 Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notification (minimum fourteen (14) days) is not given, the employee will be paid in accordance with the Employment Standards Code.
- 26.04 An employee shall be deemed to have terminated 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.

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

## **ARTICLE 27 - SALARIES**

27.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

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

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

- (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time employee who has had a change in status to a regular full-time employee shall have 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.

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

$$\frac{\text{Basic Hourly Rate} \times 2184}{12} = \text{Monthly Salary}$$

### **27.04 Part-time Temporary and Casual Employees - Increment**

Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-time, Temporary and casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand one hundred and eighty four (2,184) hours of work and further increments on the satisfactory completion of each period of two thousand one hundred and eighty four (2,184) regular hours of work thereafter until the maximum rate is attained.



#### **27.05 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) salary 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.

27.06 Pay days shall be established by the Employer who shall endeavour to pay Employees no less frequently than bi-weekly, by direct bank deposit.

27.07 Any employee whose employment has terminated prior to the date upon this Agreement is signed by the Parties, would be eligible to receive retroactively, any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer during the period between the start date of the term of this Collective Agreement and one month after the signing of this Collective Agreement, a written application for such retroactive salary.

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

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

- (a) one (1) annual increment for one (1) years 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;

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

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

- 29.01 (a) The following issue shall be provided to each full and part time employee upon commencement of employment with Foothills Regional Emergency Services Commission:

Four (4) Shirts with Flashes  
Four (4) T-Shirts  
Four (4) Trousers  
One (1) Uniform Belt  
One (1) Name Tag  
One (1) Sweater  
One (1) Fleece Jacket, if available.

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

Two (2) Shirts  
Two (2) T-Shirts  
Two (2) Trousers  
One (1) Uniform Belt  
One (1) Fleece Jacket, if available.

- 29.02 The Employer agrees to pay all regular full-time and part-time employees up to one hundred (\$100.00) for the purchase of approved footwear once every two year period following the employee's date of hire (receipt required).
- 29.03 Should the uniform or footwear be mutilated, destroyed or damaged while on duty or from excess wear, the Employer shall replace the same after inspection and approval by the Superintendent.
- 29.04 The Clothing Committee shall be comprised of one (1) Communications Staff Member, and one (1) Superintendent. This committee will meet on an ad hoc basis to discuss issues regarding uniforms (such as summer attire, uniform material etc).

- 29.05 The Employer shall endeavour 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.
- 29.06 With the approval of the Employer, pregnant employees will not be required to wear uniforms but may dress in appropriate attire.

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

- 30.01 When an Employee is required to travel for employment reasons, they shall be reimbursed for all reasonable expenses supported by receipts.
- 30.02 When an employee is required by the Employer to drive a motor vehicle other than a motor vehicle supplied by the Employer for the purposes of attending meetings, educational sessions, or other such Employer business, a transportation allowance of fifty-four (\$0.54) cents per kilometer, or such higher rate deemed to be reasonable by the Canada Revenue Agency, shall be paid.

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

- 31.01 (a) When a Communications Specialist is directed to perform the duties of a Superintendent they shall be paid, in addition to their hourly rate as set out in the Salaries Appendix a premium amount of three dollars (\$3.00) per hour
- (b) When a Communications Specialist is directed to special projects outside of regular duties they shall be paid in addition to their hourly rate as set out in the Salaries Appendix a premium amount of three dollars (\$3.00) per hour.
- 31.02 Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the Employee shall receive no less than the starting rate of pay for the out-of-scope position. If the start rate of the out-of-scope position is less than the Employee's current Basic Rate of Pay the Employee shall receive an increase in pay no less than a normal increment advance on their wage scale. An Employee so assigned shall continue to be covered by the Terms and Conditions of this Collective Agreement.
- 31.03 During periods of Temporary Assignment an Employee so assigned will receive overtime and call-back premiums based on the Temporary Assignment hourly rate.

### **ARTICLE 32 – LONG SERVICE RECOGNITION**

- 32.01 A Long Service Recognition shall be paid to Regular Employees based on the employee's anniversary date from the date of hire.

32.02 Part time employees shall receive an amount pro-rated to the employee's FTE as at the date of their anniversary, but in any case, shall not receive less than two hundred fifty dollars (\$250.00).

32.03 The basic amounts for each anniversary date shall be as follows:

10 year anniversary date - \$ 500.00

15 year anniversary date - \$ 750.00

20 year anniversary date - \$ 1,000.00

25 year anniversary date - \$ 1,250.00

### **ARTICLE 33 - WORKERS' COMPENSATION**

33.01 (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 their 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 36 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 33.01 (b) shall be deemed to be on a leave of absence without pay.

- (d) An employee in receipt of Workers' Compensation benefits shall:
  - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
  - (ii) accrue vacation credits and sick leave for the first (1<sup>st</sup>) month of such absence.

33.02 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 34.

33.03 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 34 - EMPLOYEE BENEFIT PLANS**

34.01 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**

- (a) The Employer shall provide the following group plans to eligible employees:
  - (i) Alberta Municipal Employee Benefits Service
  - (ii) Alberta Health Care Insurance Plan.
- (b) The Alberta Municipal Employee Benefits Plan be paid seventy five percent (75%) by the employer includes:
  - (i) Group Life Insurance - 2 times basic annual salary, minimum coverage is \$10,000 and maximum is \$250,000.
  - (ii) Accidental Death and Dismemberment - 2 times basic annual salary for accidental death, accidental dismemberment will be paid according to the AMEBS schedule.

(iii) Dependent Life Insurance

Spouse - \$ 5,000  
Dependent Children - \$ 2,000

(a) 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 66 2/3 % of weekly pre-disability earnings.

(b) 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 one hundred and twenty (120) working day elimination period);

(iv) Extended Health Benefits - Reimbursed at (80%).

(v) Dental Care - Reimbursed at one hundred percent (100%) for Basic and Diagnostic Services. Reimbursed at fifty percent (50%) for Major Restorative and Orthodontics. Orthodontics are only covered for dependent children. Maximum of \$1,500 per insured per calendar year with the exception of orthodontics for which there is a lifetime maximum of \$1,500.

(c) Alberta Health Care Insurance Plan premiums will also be paid seventy five percent (75%) by the employer

34.02 Where the benefits specified in Article 34.01 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.

34.03 When an Employee is in receipt of Weekly Indemnity the Employer agrees to pay one hundred per cent (100%) of health benefits premiums.

34.04 An Employee shall cease to earn sick leave and vacation credits while on STD or LTD.

34.05 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.

- 34.06 (a) Prepaid Health Benefits shall be provided to:
- (i) a regular full-time employee
  - (ii) regular employees scheduled to work a minimum 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 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.
- 34.07 (a) The Employer shall provide one copy of each of the plans to the Health Sciences Association of Alberta.
- (b) The Employer shall advise, as applicable, the Union of all premium rate changes pursuant to Article 34.

**34.08 Flexible Health Benefits Spending Account**

- (a) A Flexible Health Benefits Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 34.06(a)(i) and 34.06(a)(ii).
- (b) The following amounts per each regular full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible Employee effective January 1 of each calendar year as follows:
- January 1, 2020 One thousand four hundred dollars (\$1400).
- January 1, 2021 One thousand five hundred dollars (\$1500).
- January 1, 2022 One thousand six hundred dollars (\$1600).
- (c) This Flexible Health 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 January 1 of each calendar year.
- (d) Any unused allocation in an Employee's Flexible Health Benefit Spending Account as of December 31 of each year shall not be carried forward to the next calendar year.

- (e) The Flexible Health Benefit Spending Account may be utilized by Employees for the purposes of receiving reimbursement for:
  - (i) 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 34.01(b)(iv) and 34.01(b)(v) or;
  - (ii) fitness and wellness expenses to include expenditure for dependent children, spouses and common law partners.
- (f) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit 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 Health Benefit 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 Health Benefit Spending Account.

#### **34.09 Professional Certification Fees**

The employer shall provide each employee, (including casuals) upon production of a receipt, with a reimbursement of professional fees for Emergency Fire Dispatch (EFD), Emergency Fire Dispatch Quality Assurance (EFDQ), and Emergency Medical Dispatch (EMD) certifications once every two years.

#### **34.10 Personal Professional Development**

Effective January 1, 2011 the employer shall provide each employee with reimbursement of up to \$200 per year to cover tuition or registration costs associated with a course or program. The course or program is subject to approval however it need not be related to employment with FRESC. Reimbursement will be made on proof of successful completion of the course or program.

### **ARTICLE 35 - GROUP RRSP PLAN**

35.01 The Foothills Regional Emergency Services Commission believes in investing in its employees not only in the present but also into the future. With this principle in mind, the Commission has chosen to implement a Group Registered Retirement Savings Plan for its employees. This program will be administered through Royal Bank Financial Services Group with the following criteria:

- (a) Effective January 1, 2009 - matching contributions by Employee and Employer up to eight per cent (8%) regular earnings on the part of the



Commission – a minimum Employee contribution of three per cent (3%) is required.

- 35.02 (a) The employee contribution to the RRSP Plan may exceed the employer contribution.
- (b) Should the employee at any time during their employment choose to withdraw any portion of the contributions from the program, the following stipulations will apply:
- (i) The employee may apply to withdraw RRSP contributions without penalty for the following purposes:
    - home purchase
    - financial hardship due to illness or injury of immediate family
    - marriage breakdown
    - death in family
    - other reasons as approved by the Commission
  - (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.
  - (v) Employees shall participate in the FRESC RRSP program after the probationary period has been served.

#### **ARTICLE 36 - OVER/UNDER PAYMENTS**

- 36.01 In the event that an employee is over or under compensated by error on the part of the Employer by reason of salary payment for:
- (a) vacation benefits; or
  - (b) sick leave benefits; or
  - (c) salary.
- 36.02 The Employer shall correct such compensation error not later than the second following pay day. If an under payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 8.

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

### **ARTICLE 37 - CONTRACTING OUT**

37.01 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 38 – EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

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

### **ARTICLE 39 - COURT APPEARANCE**

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

(b) Should an Employee be required to serve as a witness in any case arising out as a result of their regular duties on their scheduled day(s) off, they shall be paid at their basic rate of pay for the hours of attendance at court and be granted equivalent hours in their Stat bank.

39.02 (a) In the event that an employee is scheduled to work on a night shift before or after a day that they are called as a witness in matters arising as a direct result of their regular duties with the Employer, or as a juror, they shall be granted a leave of absence without pay for a period of six (6) hours on the night shift immediately prior to, or immediately after, each court appearance day. Should the employee's required court time each day exceed greater than the six (6) hours leave of absence provided, the difference shall be paid to the employee according to other provisions of the Collective Agreement.

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

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

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

40.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.

(b) Evaluations shall be for the constructive review of the performance of the employee.

40.02 All such evaluations shall be in writing.

40.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The employee may review 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 seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and their reply shall be placed in their file.

(c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 13. .04 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.40.05 By appointment made in writing at least one (1) working day in advance, an employee may view their personnel file. Upon request, an employee shall be given a copy of requested documents from their file.

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

- 41.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 41.02 Foothills Regional Emergency Services Commission 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.
- 41.03 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.
- 41.04 The Committee shall consider such matters as occupational health and safety.
- 41.05 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 41.06 Where the Employer requires that the employee receive specific immunization and titer, as a result of or related to their work, it shall be provided at no cost.
- 41.07 No employee shall be expected to operate equipment or use any new technique until trained in that particular procedure or technique. An employee may, during the training period, use or operate as stated above under direct supervision of a qualified employee.
- 41.08 The Employer shall pay for the medical fee on behalf of all employees when such medical examination is requested by the Employer. Such examinations shall be arranged through the Executive Director and shall be on the form presented by the Employer.

## **ARTICLE 42 - SEVERANCE**

- 42.01 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.
- 42.02 (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
- (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay for each full period of two thousand

one hundred and eighty four (2,184) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.

- (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
  - (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the employee's current Employer.
- 42.03 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.
- 42.04 A regular employee who accepts severance pay shall have terminated their employment, with no further rights to recall.
- 42.05 An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 42.06 A regular employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the employee wishes to take the Severance Option offered by the Employer. Any employee who does not advise the Employer, in writing of the employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 17 of this Collective Agreement.
- 42.07 (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.

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

### **ARTICLE 43 - PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

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

Article 11 Probationary Period

Article 16 Seniority

Article 17 Layoff and Recalls

Article 21 Leaves of Absence

Article 24 Sick Leave

Article 25 Discipline and Dismissal

Article 26 Resignation/Termination

Article 34 Employee Benefit Plans

Article 35 Pension Plan

43.02 (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 their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 18.07(b).

### **ARTICLE 44 - COPIES OF COLLECTIVE AGREEMENT**

44.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

44.02 The Collective Agreement shall be printed in pocket size form by the Union, and the cost shall be shared equally between parties.

## SALARY SCALE

<i>Classification</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<b>Communications Specialist</b>							
January 1, 2019	\$26.23	\$27.59	\$28.80	\$30.10	\$31.39	\$33.98	\$36.57
January 1, 2020 (1.5%)	\$26.62	\$28.00	\$29.23	\$30.55	\$31.86	\$34.49	\$37.12
January 1, 2021 (1.5%)	\$27.02	\$28.42	\$29.67	\$31.01	\$32.34	\$35.01	\$37.68
January 1, 2022 (2%)	\$27.56	\$28.99	\$30.26	\$31.63	\$32.99	\$35.71	\$38.43
<b>Superintendent</b>							
January 1, 2019	\$39.86	\$41.06	\$42.28	\$43.47			
January 1, 2020 (1.5%)	\$40.46	\$41.68	\$42.91	\$44.12			
January 1, 2021 (1.5%)	\$41.41	\$42.30	\$43.56	\$44.78			
January 1, 2022 (2%)	\$42.24	\$43.15	\$44.43	\$45.68			

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

ON BEHALF OF FOOTHILLS REGIONAL EMERGENCY SERVICES COMMISSION

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

S. Fenwick

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Date: Jan 30, 2020

G. Robert

Bonnie R. Smith

Hail Olstad

[Signature]

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Date: Dec. 17 / 2019