

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BONNYVILLE REGIONAL FIRE AUTHORITY**

**AND**

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

**FOR THE PERIOD**

**AUGUST 1, 2018 to JULY 31, 2022**

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This COLLECTIVE AGREEMENT entered into this 27th day of November 2020.

BETWEEN

**BONNYVILLE REGIONAL FIRE AUTHORITY**  
in the province of Alberta  
(hereinafter called the "Employer")

of the First Part

- and -

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

of the Second Part

## **PREAMBLE**

WHEREAS the purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, consistent with the Employer's core values. The Employer and the employee's jointly recognize the continuing need for maintaining efficient, safe and effective service recognizing a mutual responsibility.

The Parties agree to outline in writing all agreements reached through negotiation, in matters relating to working conditions.

NOW THEREFORE the Employer and the Union mutual agree as follows:

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

- 1.01 Except where specifically enforced and provided otherwise, the term of this Collective Agreement shall be effective from date of ratification, up to and including July 31, 2022, and from year to year thereafter unless written notice in writing, is given by either party to the other not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed.

- 1.03 The Employer and the Union may agree anytime during the life of the agreement to open this Collective Agreement on specific issues.

## **ARTICLE 2: DEFINITIONS**

- 2.01 "Union" shall mean the Health Sciences Association of Alberta.
- 2.02 "Employer" shall mean Bonnyville Regional Fire Authority.
- 2.03 "Employee" shall mean a person who performs the job functions pertaining to any classification covered herein.
- 2.04 "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature:
- (a) "Full-time Employee" is a Regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
  - (b) "Part-time Employee" is a Regular Employee who works scheduled Shifts whose hours are less than those specified in the Hours of Work Article of this Collective Agreement.
- 2.05 "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (a) for a specific job of more than three (3) months and less than twelve (12) months; or
  - (b) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (c) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
  - (d) Temporary positions may be extended by mutual agreement between the Employer and the Union. Where possible such extension shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.
- 2.06 "Casual Employee" is a person who:
- (i) works on a call-in basis and is not regularly scheduled; 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.
- 2.07 "Basic Rate of Pay" is the step in the salary scale applicable to each Employee as set out in the Salaries Appendix exclusive of all allowances and premium payments.
- 2.08 Where, in any provision of this Collective Agreement, a reference is made to the masculine gender, it shall also be read as a reference to the feminine gender, and a word used in the singular applies also in the plural and vice-versa, where the context so requires.
- 2.09 A "month" for purpose of this Collective Agreement has been defined as the period of time between the date in one (1) month and the preceding date in the following month.
- 2.10 "Anniversary Date" shall be the date employment commences with the Employer as a Regular Full-time, Part-time or Temporary Employee.
- 2.11 "Shift" means a consecutive hour work period exclusive of overtime hours.
- 2.12 "Gross Earnings" shall mean all monies earned by an Employee under the terms of this Collective Agreement.
- 2.13 "Active Duty" shall mean the total time during a shift where an Employee is assigned to an emergency or non-emergency event by AHS dispatch, working Core Hours (Article 9) or performing other required duties assigned by the Employer in its discretion.
- 2.14 "Job Steward" means an Employee of Bonnyville Regional Fire Authority who has been appointed by the Union to represent and advocate for fellow employees at the worksite.
- 2.15 "Chair" means a local representative of the Health Sciences Association of Alberta (HSAA) referenced in the agreement strictly for the purpose of communication within the bargaining unit.

### **ARTICLE 3: RECOGNITION AND UNION BUSINESS**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the Certificate No. 150-2014 issued by the Labour Relations Board, and any amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

- 3.03 Except as 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 Employer and the Union.
- 3.04 An Employee shall not engage in Union business during his working hours without prior permission from the Employer.
- 3.05 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.
- 3.06 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at a time agreed by the Employer during the probationary period or at the orientation period 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. The Employer shall notify the Union upon hiring a new Employee.
- 3.07 The name of a Union representative shall be supplied in writing to the Employer before he is recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out his functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 3.08 Stewards
- (a) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward.
  - (b) A Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or during the processing of a grievance including the grievance hearing.
  - (c) When it becomes necessary to leave work for these functions, a Steward shall obtain permission from their supervisor to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Stewards shall suffer no loss of regular earnings for leave under this Article.
  - (d) Upon request of the Employer, the Union shall provide a list of all Stewards and their current level within the HSAA Steward Program.

- 3.09 No persons, other than members of the bargaining unit, shall perform bargaining unit work, except for the purposes of instruction, when bargaining unit Employees are not available, or in emergency scheduling, and provided it does not reduce the hours of work or pay including overtime for any bargaining unit Employee.

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

- 4.01 Membership in the Union is voluntary.
- 4.02 Notwithstanding the provisions of Article 4.01, the Employer will deduct from the Gross Earnings (exclusive of long-term disability) of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union. Such deductions shall be forwarded to the Union, or its authorized representative, not later than fifteen (15) days following the end of the biweekly pay period and shall be accompanied by an electronic list showing the name, classification, status (regular, temporary or casual) of the Employees, their salary scale step, date of hire and the amounts of the dues deductions. Such list shall include home mailing address and indicate newly hired and terminated Employees.
- 4.03 Dues will be deducted from an Employee during sick leave with pay and during leave of absence with pay.
- 4.04 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, or notice of a Special Assessment deduction.
- 4.05 The Employer will record the amount of Union dues deducted on the T-4 forms issued to an Employee for income tax purposes.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01 The Employer retains all rights, functions, powers and authority of management except where expressly limited by the term of this Collective Agreement.
- 5.02 The Employer shall provide to the Union all amendments and updates to existing policies, procedures and standard operating procedures.

## **ARTICLE 6: NO DISCRIMINATION, HARASSMENT OR BULLYING**

- 6.01 There shall be no discrimination, harassment, bullying, restriction, or coercion exercised or practiced by either party in respect of any Employee by reason of race, color, creed, national origin, political or religious affiliation, gender, gender identity, gender expression, sexual preference, marital status, source of income, family status, age, physical disability, mental disability, nor by reason of membership, or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement, or in circumstances where the Employer has accommodated to the point of undue hardship.

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

- 7.01 The Union agrees that during the life of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, slowdown, stoppage of work, picketing of the Employer's premises, or refusal to perform work and no Employee shall be involved in such action.
- 7.02 If an Employee engages in any illegal strike, slowdown, or stoppage of work during the life of this Collective Agreement, the Union shall instruct him to return to his work and perform his duties faithfully and resort to the grievance procedure established herein for the settlement of a difference or grievance. If the Employee does not return immediately, he shall be deemed to have terminated his employment.
- 7.03 The Employer agrees that during the life of this Collective Agreement it will not sanction or authorize any lockout.

## **ARTICLE 8: PROBATIONARY PERIOD**

- 8.01 All Employees shall serve a probationary period of ninety (90) consecutive days from the last date of hire. If, in the opinion of the Employer, an Employee serving a probationary period is found to be unsatisfactory he may be terminated without notice, without recourse to the grievance procedure, and without payment in lieu of notice or other severance compensation. If a probationary Employee is terminated, the Employee and the Union will be advised in writing.
- 8.02 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended by an additional ninety (90) consecutive days if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given feedback regarding his performance, however, if in the opinion of the Employer, the Employee is found

to be unsatisfactory, he may be terminated without notice and without recourse to the grievance procedure. The Employer will provide the employee with one (1) week's notice or one (1) week's payment of wages in lieu of notice, less the required deductions and withholdings, if terminating the employee at its discretion during probation extended past the original ninety (90) consecutive days.

## **ARTICLE 9: HOURS OF WORK AND SHIFT SCHEDULES**

Hours of work shall consist of:

### **9.01 Regular Shift**

- (a) Operates on a compressed work week consisting of a 28 day rotation which will consist of:
  - i. two (2) day shifts;
  - ii. two (2) night shifts;
  - iii. five (5) days off;
  - iv. two (2) day shifts;
  - v. three (3) night shifts;
  - vi. four (4) days off;
  - vii. three (3) day shifts;
  - viii. two (2) night shifts;
  - ix. followed by five (5) days off.
- (b) A shift shall consist of twelve (12) hours.
- (c) Overtime rates will be determined by the provisions outlined in Article 10.
- (d) Annual hours of work for full-time Employees will be two thousand one hundred and ninety (2190) hours.

### **9.02 Core Flex Shift**

- (a) Employees shall be assigned a twelve (12) hour shift consisting of a minimum three (3) core work hours, and nine (9) flex hours, followed by twelve (12) on-call hours, with the Employee being available for response within the Benchmark for chute times used by AHS and as set out by the Employer from time to time from within the community during flex and on-call hours. An Employee shall be compensated for twelve (12) hours at his basic rate of pay plus twelve (12) hours on-call hours. For the purposes of this Article, the following shall apply:
  - i. "Core Hours" shall mean the hours during which an employee is required to be in uniform, on-duty, at the station (or identified

location) and ready for immediate response.

- ii. "Flex Hours" shall mean the hours remaining in the employee's shift based on set core hours and calculated by subtracting the core hours from the twelve (12) hour shift. Flex hours are worked after core hours have been completed, over the remainder of the twenty-four (24) hour period.
  - iii. "On-call Duty" shall make up the balance of the twenty-four (24) hour period.
- (b) Employees shall work on a compressed work week consisting of an eight day rotation of:
- i. four (4) days on;
  - ii. four (4) days off.
- (c) Overtime rates will be determined by the provisions outlined in Article 10.
- (d) Annual hours of work for full-time Employees will be two thousand one hundred and ninety (2190) hours.

### 9.03 **SHIFT EXCHANGES**

Employees may exchange shifts, partial shifts, and/or days off, providing that such Employees are qualified to do each other's duties; and

- (a) employees submit the request, giving forty-eight (48) hours notice; and
- (b) the Employer approves the exchange; and
- (c) operational efficiency is not disrupted; and
- (d) there is no increased cost to the Employer where possible; and
- (e) the shift schedule shall be amended by the Employer to reflect the shifts being exchanged; and
- (f) such requests are not open ended; and
- (g) such requests shall not be unreasonably denied. Should the request be denied the brief basic reason shall be entered into the electronic shift scheduler.

**9.04 SHIFT GIVEAWAYS**

- (a) Each Full-Time employee is limited to a total of six (6) shift giveaways (not tours) per calendar year. This is not an abandonment of the shifts but instead an employee choosing to find a replacement for their shift without trading.
- (b) Shift giveaways may be approved provided there is no overtime cost to the Employer; and
- (c) Management reserves the right to approve or deny any request for shift giveaway based on operational requirements. Such request shall not be unreasonably denied. Should the request be denied the brief basic reason shall be entered into the electronic shift scheduler.

9.05 Where an Employee, in the act of responding to, caring for, transporting a patient, or performing routine duties required by the Employer, works more than fourteen (14) hours of Active Duty in a twenty-four (24) hour period, he shall be entitled to eight (8) consecutive hours of rest, and up to two (2) additional hours for travel to and from the work site before commencing his next scheduled shift, without loss of earnings.

**9.06 DAYLIGHT SAVINGS TIME**

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, for Employees on shift during the time change, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction on one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

**9.07 Schedule Posting and Schedule**

- (a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted a minimum of twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar day's notice of the new schedule.
- (b) Except in cases of emergency or by mutual agreement between the Employer and the Employee:
  - (i) Unless an Employee is given at least fourteen (14) calendar days notice of a change of his scheduled day(s) off, he shall be paid two times (2X) his basic rate of pay for all hours worked on such day(s) unless the change is at the Employee's request.

- 9.08 In the event that an Employee reports for work as scheduled or requested and is required by the Employer not to commence work, or to return to duty at a later hour, he shall be compensated for that inconvenience by receiving three (3) hours pay at his basic rate of pay.
- 9.09 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of his scheduled shift or return to duty at a later hour, he shall receive his basic hourly rate of pay for all hours worked with an addition of three (3) hours pay at his basic rate of pay for that inconvenience.
- 9.10 The Employer may implement new or revised regular hours of work / shift schedules, including any change to core hours, provided it gives the Union thirty (30) days' notice of its intention to do so, along with a description of the terms and conditions under which the new regular work schedule will operate.

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

- 10.01 (i) Overtime is all time authorized by the Employer and worked by an employee in excess of their regularly scheduled shift or on scheduled days of rest. Overtime will be paid at one and a half times (1.5X) the employees basic rate of pay.
- (ii) Overtime worked immediately following or immediately preceding an employee's scheduled shift will be paid at one and a half times (1.5X) the employee's basic hourly rate. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regular working period.
- (iii) Overtime worked by an Employee shall not be unreasonably denied by the Employer after the fact.
- (iv) Overtime will also be paid at a rate of one and a half times (1.5X) for any active duty hours worked during a shift that exceed twelve (12) active duty hours.
- (v) If an Employee working a core flex shift is on active duty and receiving overtime rates of pay at the time of shift end and that active duty continues past the start of the next shift, overtime rates of pay shall continue until the crew returns to the base station upon completion of call, or subsequent calls if assigned.
- (vi) There shall be no pyramiding of overtime premiums.
- 10.02 Unless given seven (7) calendar days' advance notice of the change, a Regular or Temporary Employee required by the Employer to work an unscheduled Shift will receive two times (2X) his Basic Rate of Pay for all hours worked. This premium payment will cease and the Employee's Basic Rate of Pay will apply at



the start of his next regularly scheduled Shift.

- 10.03 If an employee, on their submitted time sheet, expressly requests for overtime to be banked rather than paid, subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off in lieu of overtime payments at the applicable premium rate. Where no agreement is reached, the Employer shall pay out the overtime rate as of December 31st in each calendar year.

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

- 11.01 "On Call Duty" means the time period during which the Employee working a core flex schedule is not on active duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.
- 11.02 For each assigned hour or part thereof, of authorized on-call duty, an Employee shall be paid on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour.
- 11.03 On each occasion that an Employee is recalled to duty during his On-Call period, the Employee shall receive pay for all hours worked during the on-call period, or for two (2) hours, whichever is greater.

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

##### **12.01 Vacancies**

- (a) (i) The Employer shall post notice of all vacancies for not less than eight (8) calendar days.
- (ii) The Employer will make reasonable effort to e-mail a blanket posting to the work e-mail address of all Employees within four (4) days of the vacancy being opened.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of eight (8) calendar days, the appointment shall be made on a relief basis only.
- (c) Where vacancies are filled, the Employer may assess internal and external applicants concurrently, however first consideration shall be given to Employees who are already members of the bargaining unit.
- (d) The notice of posting shall contain the following information:
- (i) duties of the position;

- (ii) qualifications required;
  - (iii) hours of work;
  - (iv) status of position, and expected term if a temporary position; and
  - (v) wage.
- (e) The Employer shall forward to the Union copies of the posting of vacancies of all positions within the bargaining unit within three (3) calendar days of the posting.
- (f) The name of the successful applicant shall be given to the Union in writing within three (3) calendar days of the appointment.
- 12.02 All applications for transfer or promotion shall be made in writing to the Employer.
- 12.03 Applicants for transfer and/or promotion shall be informed by Notice in Writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 12.04 (a) In making promotions and transfers, experience, performance, skill, knowledge, training 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.
- (b) If all applicants for a vacancy are Casual Employees, 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, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.
- 12.05 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three (3) months in which to demonstrate his ability to perform the new task to the satisfaction of the Employer. Such trial period may be extended by agreement between the Union and the Employer. Should such Employee fail to succeed during the above mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in his former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of his former position.
- 12.06 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than his current rate or to the step which is next higher again, if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to

the promotion, his salary shall be advanced to that step in the scale which is next higher than his current rate or, if such salary increase is less than the Employee's last normal annual increase, he shall be advanced to the step which is next higher again in the scale.

- 12.07 The employee's anniversary date for the purposes of their next increment shall be the date of their promotion.

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

- 13.01 When an Employee is assigned duties as Shift Supervisor, by a Manager for a period of at least one (1) complete shift, the Employee shall be paid an additional one dollar and fifty cents (\$1.50) per hour. This premium shall not constitute part of the Employee's Basic Rate of Pay for overtime calculations. The terms of this Collective Agreement will continue to apply to the Employee so assigned.

### **ARTICLE 14: SENIORITY**

- 14.01 (a) Regular or Temporary Employees hired prior to the date of certification shall have their seniority calculated from the date of hire with the Employer. Employees thereafter will have their seniority start on the date upon which they commenced employment in the bargaining unit.
- (b) For Casual Employees whose status has changed to regular full-time, part-time or temporary, the seniority date shall be established by dividing their continuous hours of work in the bargaining unit by two thousand one hundred and ninety (2190) hours.
- (c) Someone who is subsequently determined by the Labour Relations Board to be in the bargaining unit, or has been agreed to by the parties to be in the bargaining unit the seniority date shall be as established by the Labour Relations Board or as agreed to by the parties.
- 14.02 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an Employee resigns or is terminated from his position with the Employer; or
- (b) when he is absent from work without good and proper reason and/or the approval of the Employer; or
- (c) when he does not return from leave of absence or vacation as scheduled; or
- (d) when he does not return from layoff as required, or upon the expiry of twelve

(12) months following layoff during which time the Employee has not been recalled to work; or

- (e) when he has been continually off work due to work related injury for a period of twenty-four (24) months, unless there is a reasonable expectation, supported by valid medical evidence, that he will become fit to return to work.

14.03 A seniority list prepared by the Employer shall be posted showing each Employee listed thereon, his name, classification, status and seniority date. This list shall be posted annually on January 1st of each year. A copy of the list shall also be forwarded to the Labour Relations Officer.

14.04 Seniority shall be applied as specified in:

- (a) Article 15: Vacations with Pay
- (b) Article 26: Layoff & Recall
- (c) Article 12: Promotions, Transfers and Vacancies

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

##### **15.01 Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January in each calendar year and concluding on the last day of December in each calendar year.

##### **15.02 Vacation Entitlement**

Subject to Article 20, 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 for in Article 15.06. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1<sup>st</sup>) year of employment, an Employee shall earn entitlement to vacation calculated on a basis of ten (10) working days; or
- (b) during each of the second (2<sup>nd</sup>) to fifth (5<sup>th</sup>) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or

- (c) during each of the sixth (6<sup>th</sup>) to fourteen (14<sup>th</sup>) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- (d) during each of the fifteenth (15<sup>th</sup>) to twentieth (20<sup>th</sup>) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days.
- (e) during each of the twenty first (21<sup>st</sup>) and subsequent years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) days + one (1) day per calendar year thereafter to a maximum of thirty (30) days.

15.03

**Vacation Pay for Casual Employees**

- (a) Vacation pay shall be paid in accordance with the following:
  - (i) during the first (1<sup>st</sup>) 2,190 hours of employment four percent (4%) of his regular earnings as defined in (b) below; or
  - (ii) during the subsequent 2,191 hours to 8,760 hours of employment six percent (6%) of his regular earnings as defined in (b) below; or
  - (iii) during the subsequent 8,761 hours to 19,710 hours of employment eight percent (8%) of his regular earnings as defined in (b) below.
- (b) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of up to twelve (12) hours will be recognized as regular earnings for the purpose of determining vacation pay.

15.04

**Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, 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. Such carry-forwards shall not exceed forty-eight (48) hours, except in extenuating circumstances and subject to the approval of the Employer.
- (b) Notwithstanding Article 15.04(a) 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:

- (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
  - (ii) such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.
- (d) The Employer shall post a vacation planner in October of each year. The vacation planner will include a deadline for submission of vacation requests and a date, not greater than four (4) weeks following the deadline for submissions, by which vacation requests made on the vacation planner will be approved or denied.

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

All other requests for vacation will be considered on a first come first serve basis. These requests will be approved or denied within four (4) weeks of the request being submitted.

When vacation requests are submitted for vacations starting less than four (4) weeks from the vacation request it is the responsibility of the employee to arrange for coverage by and equally qualified employee for their shifts during the vacation period.

- 15.05 Excess accrued vacation not taken by December 31 in any given year may be paid out upon written request of an Employee, unless mutually agreed to carry it forward in accordance with Article 15.04(a).
- 15.06 Unless given four (4) weeks advance notice of an alteration to his scheduled vacation period, an Employee required by the Employer to work during his vacation period will receive two times (2X) his basic rate of pay for all hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of his next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an Employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.
- 15.07 When an Employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

## **ARTICLE 16: NAMED HOLIDAYS**

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

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

and all general holidays proclaimed by any of the following: the Town of Bonnyville, the M.D. of Bonnyville No. 87, the Province of Alberta, or the Government of Canada.

(b) In addition to the foregoing Named Holidays, Full-time Employees shall be granted an additional holiday as a Christmas Floater Holiday in each calendar year as follows:

- i. On December 24 when Christmas falls on Tuesday, Thursday, Friday or Saturday.
- ii. On December 27 when Christmas falls on Monday or Wednesday.
- iii. On December 28 when Christmas falls on Sunday.

16.02 A Full-Time Employee shall be paid for the above Named Holidays at the Employee's Basic Rate of Pay for twelve (12) hours a day.

16.03 An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on a named holiday at one and a half times (1.5X) his Basic Rate of Pay.

16.04 When a Named Holiday falls during an Employee's annual vacation, such holiday(s) may, by mutual agreement, be added to the vacation period, or if this is not possible, the Employee shall be granted another day or other days off in lieu thereof.

16.05 No payment shall be due for a Named Holiday which occurs:

- (a) during a layoff; or
- (b) during all forms of leave which an Employee is not paid; or
- (c) when an Employee is receiving paid Sick Leave, Workers' Compensation benefits, Short Term Disability, or Long Term Disability income.

- 16.06 A Named Holiday for the purpose of this Collective Agreement is defined as commencing from zero zero zero one (0001) hours on such holiday and ending at twenty four hundred (2400) hours on the same day.
- 16.07 To qualify for a Named Holiday with pay an Employee must:
- (a) Work the scheduled Shift immediately prior to and immediately following each Named Holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer, or
  - (b) Work on the Named Holiday when scheduled or required to do so.
- 16.08 A Casual Employee required to work on a named holiday, as listed in Article 16, shall be paid at one and a half times (1.5X) his basic hourly rate for all hours worked on the named holiday.

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

- 17.01 (a) Following completion of the probationary period, a Full-Time Employee shall be entitled to sick leave credits at full pay at a rate of twelve point six four (12.64) hours per month, (based on 2190 hours per year). Sick leave shall be granted for:
- (i) Personal illness and medical/dental appointments.
  - (ii) Illness and medical/dental appointments for Immediate Family Members. Immediate Family Members of the Employee is defined as spouse, parent, brother, sister, parent in-law, daughter-in-law, son-in-law, son, daughter or other legal dependants.
- (b) A probationary employee will receive sick leave entitlement retroactive to commencement of employment following the successful completion of the probationary period.
- (c) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine for valid reason. Where the employee must pay a fee for such proof, the employer shall reimburse the employee to a maximum of thirty-five dollars (\$35.00) with receipt.
- (d) Eligible employees shall apply for short term disability on the 8<sup>th</sup> consecutive calendar day of sick leave. The Employer shall top up the 66 2/3% paid by short term disability to 100% of the employee's regular salary from the employee's sick day bank. After short term disability runs out, the employee must apply for long term disability. Eligibility for short or long-term disability benefits is at the discretion of the provider.



- (e) Unused sick leave credit(s) may be accumulated to a maximum of five hundred and five (505) hours.
- (f) All sick leave credits of an employee shall terminate upon termination of employment or lay-off.

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

- 18.01 (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 Worker's Compensation Act shall apply for Worker's Compensation benefits.
- (b) An employee in receipt of such benefits shall keep the Employer informed regarding the status of his WCB claim and shall provide any medical or claim information that may be required by the Employer.
- (c) An employee in receipt of Worker's Compensation Benefits shall be deemed to be on a leave of absence without pay.
- (d) An employee in receipt of Worker's Compensation Benefits shall, so long as employment continues:
- (i) continue on health benefits on the condition that the employee prepay the employee portion of the benefits premiums; and
  - (ii) the first six (6) months of such WCB absence will accrue towards the salary increment, but not after 6 months.

#### **ARTICLE 19: EMPLOYEE BENEFIT PLANS**

19.01 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.

##### **19.02 Prepaid Health Benefits**

The Employer shall provide the following group plans to eligible Employees, and the Health Benefits Plan will be paid ten percent (10%) by the Employee and ninety percent (90%) by the Employer, as outlined in the Benefit Providers contract for the MD of Bonnyville, which shall include, but is not limited to:

- (a) Short-Term Disability (weekly indemnity) - income replacement for a period of up to one hundred and twenty (120) days in the event that a prolonged illness or injury excluding Workers Compensation claims, prevents an Employee from working, provided at sixty-six and two-thirds percent (66

2/3%) of weekly pre-disability earnings. The Employer shall top up the sixty-six and two-thirds (66 2/3) paid by short term disability to one hundred percent (100%) of the regular salary from the Employee's sick bank, paid bi-weekly. Earning of sick leave, vacation credits and top up will cease upon depletion of employee sick bank;

- (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 established by the disability insurer) following a one hundred and twenty (120) day short term disability claim.

19.03 Where the benefits specified in Article 19.02 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

19.04 When an Employee is in receipt of short term disability, the Employer agrees to pay ninety percent (90%) of health benefits.

19.05 An Employee shall cease to earn sick leave and vacation credits while on LTD.

19.06 The Employer shall distribute to all eligible Employees brochures and other relevant information concerning the above plans upon successful completion of probation, and when there are changes to the plan.

19.07 Temporary Employees 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.

19.08 (a) The Employer shall provide one copy of each of the plans to the Union.

- (b) The Employer shall advise, as applicable, the Union of all premium rate changes pursuant to Article 19.

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

20.01 General Policies Covering Leaves of Absence

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer will notify Employees within ten (10) business days from receipt of their application, as to the status of their request.

- (b) An Employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated his employment unless a justifiable reason can be established by the Employee.
- (c) Except as provided in Article 20.01(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 19, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment by the Employee of both the Employer and Employee share of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (d) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) The Employee shall continue to accrue sick leave and vacation entitlement during the leave of absence to the end of the month in which the leave begins.
- (f) Leave of absence with or without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

#### 20.02 Union Business

- (a) Provided the regular operations of the Employer will permit, Employees may, upon not less than seven (7) calendar days' notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Union affairs.
- (b) A maximum of three (3) representatives of the Union shall be granted time off without pay in order to participate in Collective Bargaining with the Employer or its Bargaining Agent.
- (c) The local representative or his alternate shall, subject to operational requirements, be allowed time away from assigned duties without loss of regular pay to carry out his functions as provided in this Collective Agreement. The local representative shall obtain permission for such leave from the Supervisor or his designate.

- (d) Members of the Board of Directors of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (e) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the parties shall meet and negotiate specific letters of understanding for leaves of absence.
- (f) Subject to operational requirements, time off granted in accordance with Article 20.02 (a)(b)(c)(d) and (e) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

#### 20.03 Maternity Leave and Parental Leave

The Employer shall provide Maternity Leave and Parental Leave pursuant to and as required by the Alberta Employment Standards Code.

#### 20.04 Educational Leave

- (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) Full-Time/Part-Time Employees may apply for "Leaves of Absence/Education Leave". All leave of Absence/Education leave must be applied for forty five (45) days prior to the start date where possible and approved by the Employer as soon as possible.
- (c) Employees must send a letter of intent to return to work sixty (60) days prior to return date. If no letter is received, the Employer will consider this position to be open and will refill the position without notice to the Employee.
- (d) While on educational leave without pay,
  - (i) an Employee shall not accrue sick leave or vacation credits unless such leave is less than thirty (30) days;
  - (ii) an Employee's anniversary date for salary increment purposes shall not change unless the duration of the leave exceeds twelve (12) months, in which case the anniversary date shall be delayed by the amount of time by which the leave exceeds twelve (12) months, and

the newly established anniversary date shall prevail thereafter.

- (iii) An Employee absent on approved education leave shall be reinstated by the Employer in the same position and classification held by him immediately prior to taking such leave.
- (e) During an employee's leave of absence, the employee may work as a Casual Employee with the Employer without adversely affecting the employee's reinstatement to the position from which the employee is on leave.

#### 20.05 Critical Illness and-Bereavement Leave

- (a) A temporary leave of absence, with no loss of pay and benefits, necessitated at the time of a critical illness requiring hospitalization or emergency medical treatment, or death shall be granted by the Employer as follows:
  - (i) Involving Immediate Family Members, for a period not exceeding eight (8) consecutive calendar days. Immediate Family Members of the Employee is defined as spouse, parent, brother, sister, parent in-law, daughter-in-law, son-in-law, son, daughter or other legal dependants.
  - (ii) Involving members of the extended family of the Employee or spouse, grandparent, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the employee's household for a period not exceed three (3) consecutive calendar days.
- (b) In the event of the death of another relative or friend, the Employer may grant time off without pay to attend the funeral service.
- (c) The Employer may require a medical certificate for critical illness.

#### 20.06 Military Leave

The Employer shall provide reservist leave pursuant to and as required by the Alberta Employment Standards.

#### 20.07 Employees are entitled to any other leaves of absence as may be required by the Employment Standards Code as follows:

- (i) Personal and Family Responsibility Leave
- (ii) Domestic Violence Leave

- (iii) Citizenship Ceremony Leave
- (iv) Compassionate Care Leave
- (v) Long Term Illness and Injury Leave
- (vi) Death or Disappearance of Child Leave

20.08 Additional leaves of absence may be granted at the discretion of the Employer.

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

21.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards. The Union agrees to provide the Employer with twenty-four (24) hours advance notice prior to posting anything on the bulletin board.

#### **ARTICLE 22: EVALUATIONS AND PERSONNEL FILES**

- 22.01 The parties to this Collective Agreement recognize the desirability of Employee evaluations. Such evaluation may be conducted on an annual basis, or as deemed necessary by the Employer.
- 22.02 All such evaluations shall be in writing.
- 22.03 Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with at least forty-eight (48) hours' notice.
- 22.04 The Employee may review his personnel file prior to the interview if requested.
- 22.05 The Employee shall sign his evaluation for the purpose of indicating that he is aware of its contents. The Employee shall be given a copy of his evaluation document. The Employee shall have the right to respond, in writing, within seven (7) calendar days of the interview and his reply shall be placed in his personnel file.
- 22.06 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel or as required by privacy legislation, without the written consent of the Employee.
- 22.07 Notwithstanding Article 22.03, by appointment made in writing at least one (1) working day in advance, an Employee may view his personnel file and shall be

given a copy of requested documents. An Employee shall be entitled to be accompanied by a Union representative when viewing his personnel file.

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

- 23.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 23.02 The Employer and the Union acknowledge that performance issues may require the intervention of management to communicate corrective action. In such circumstances, the Employer may use a verbal warning in an attempt to resolve these concerns.
- 23.03 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within ten (10) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action.
- 23.04 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee within ten (10) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.
- 23.05 The procedures stated in Articles 23.03, 23.04 and 23.11 do not prevent immediate suspension or dismissal for just cause.
- 23.06 An Employee who has received a written warning, or has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning or suspension or dismissal. A copy of the letter shall be sent to the Union within five (5) working days.
- 23.07 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

- 23.08 An Employee, who has been subject to disciplinary action, shall after eighteen (18) months from the date the disciplinary measure was initiated, request in writing that his record be cleared of that disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.09 An Employee who is dismissed shall receive his termination entitlements within three (3) working days.
- 23.10 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 16.
- 23.11 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 investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The Employee shall be compensated at their basic rate of pay for the duration of such meeting(s).
- 23.12 The Parties may agree to mutually extend timelines.

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

- 24.01 An Employee shall provide the Employer with fourteen (14) calendars days' notice of the Employee's desire to terminate employment.
- 24.02 An Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which the Employee is entitled on the day on which the Employee terminates employment.
- 24.03 An Employee shall be considered to be terminated when:
- (a) is absent from work for more than three (3) days without good and proper reason (in the opinion of the Employer, acting reasonably) or the approval of the Employer; or
  - (b) the Employee does not return from layoff as required, or upon the expiry of twelve (12) months following complete lay-off during which time the Employee has not been recalled to work.

#### **ARTICLE 25: JOB DESCRIPTIONS**

- 25.01 Copies of job descriptions for all positions in this bargaining unit shall be made available to each Employee upon request.



25.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit.

#### **ARTICLE 26: LAYOFF AND RECALL**

26.01 Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of this article. If the Union is unable to meet within seventy two (72) hours notice, the employer may proceed pursuant to 26.02.

- 26.02 (a) In case it becomes necessary to reduce the work force by classification:
- (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 his regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available.

- (b) 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.

26.03 (a) Layoff shall be in reverse order of seniority by classification; 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.

#### **26.04 Recall**

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

(b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.

- (c) (i) The Employer shall endeavour to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.
  - (ii) A laid off Employee may refuse an offer of casual work without adversely affecting his recall status.
  - (iii) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
- (i) work on a call-basis which is not regularly scheduled;
  - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
  - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) 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.

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

## **ARTICLE 27: SALARIES**

27.01 Unless otherwise changed by the operation of this Collective Agreement, salary increments for Regular Full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment as a Regular Full-time Employee.

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

27.03 Effective on the dates specified, salaries for Employees covered by this Collective Agreement shall be as listed in the Salaries Appendix.

27.04 The Employer shall provide Employees with a detailed pay stub that includes

accurate amounts paid in salary and benefits, including deductions with accumulated totals for the year.

- 27.05 (a) If a casual or temporary employee has a change in status to regular full-time, the starting salary level increment for regular full-time shall be the increment the employee was at immediately prior to the change in status, unless the employee has one thousand seven hundred and fifty (1750) hours or more in which case they would be moved to the next highest increment. The new anniversary date going forward shall be the date of the change to regular full-time.
- (b) If a regular full-time employee changes status to casual, the employee shall maintain the salary level increment they were at prior to the change. Further, any hours worked by the employee as full-time, since the employee's last salary increment increases, shall carry over to count towards the two thousand one hundred and ninety (2190) hour increment increase requirements for casuals.

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

- 28.01 Salary recognition shall be granted for experience (not including industrial medical response) satisfactory to Employer (including but not limited to consideration of scope of practice experience), 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;
- (d) four (4) annual increments for four (4) years' experience within the last six (6) years;
- (e) five (5) annual increments for five (5) years' experience within the last seven (7) years;
- (f) six (6) annual increments for six (6) years' experience within the last eight (8) years.
- (g) seven (7) annual increments for seven (7) years' experience within the last nine (9) years;

(h) eight (8) annual increments for eight (8) years' experience within the last ten (10) years.

28.02 This Article shall be applicable to all new Employees hired after the date of ratification.

28.03 This Article does not apply to prior casual experience (measured in hours), however the Employer may consider such prior casual hours at its discretion.

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

29.01 (a) Temporary leave of absence with applicable pay and benefits, necessitated by a request for jury or to appear under subpoena as a witness, shall be granted. Any amount paid by the court for such appearance will not be deducted from income.

(b) Any vacation time spent for court appearance, shall be returned to the employee's vacation bank.

(c) If employees are required to make a court appearance on their own behalf, they shall be granted a leave without pay to attend court. The employee will make every reasonable effort to give the Employer fourteen (14) days advance notice.

(d) The Employer may require proof of attendance.

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

30.01 All EMS Employees will be issued a duty uniform based on employment classification consisting of the following:

Full-Time:

four (4) duty shirts (short sleeved)  
four (4) duty pants  
one (1) All Season Duty Jacket  
one (1) touque  
one (1) pair of CSA Safety Boots  
two (2) Tee shirts

Annual Issue:

two (2) duty shirts (short sleeved)  
two (2) duty pants  
two (2) Tee shirts

All Season Duty Jacket, toque, and Safety Boots will be replaced on demonstrated need.

Temporary/Casual:

Initial issue:

two (2) duty shirts (short sleeved)  
two (2) duty pants  
one (1) All Season Duty Jacket  
one (1) toque  
one (1) pair of CSA Safety Boots  
two (2) Tee shirts

Annual issue:

Replaced on demonstrated need.

#### 30.02 Shoulder Insignia

Employees will be issued slip-on shoulder insignia identifying their rank and qualifications.

The slip-on shoulder rank insignia shall indicate the following:

- The Star of Life Emblem
- Medical Qualification
- Rank

#### 30.03 Body Armor

On request, EMS staff will be provided with a letter of authorization to purchase body armor at the Employee's expense.

#### 30.04 Accessories

Belt, Stethoscope, Utility Holder with Safety Shears and Pen Light, to be supplied by each Employee.

#### 30.05 Additional Uniform items may be issued based on need.

#### 30.06 Upon termination of employment, Employees shall return all clothing and equipment provisions to the Employer.

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

- 31.01 The Parties acknowledge they are bound by Alberta Occupational Health & Safety Legislation. The Employer will endeavor to address any occupational health and safety issues brought to its attention by Employees.
- 31.02 Required safety equipment, devices, and training will be provided where necessary by the Employer.
- 31.03 Where the Employer requires that the Employee receive specific immunization and titer, as a result of or related to his/her work, it shall be provided at no cost.
- 31.04 Bonnyville Regional Fire Authority shall establish a Joint Worksite Health and Safety Committee which shall include at least two (2) Employee representatives appointed by the Union.
- 31.05 The Bonnyville Regional Fire Authority Joint Workplace Health and Safety committee shall meet quarterly at a mutually acceptable hour and date. A Co-chair person(s) may call a special meeting of this Committee to deal with urgent matters and, in addition, shall meet within ten (10) days of an event such as a serious workplace injury, work refusal, or other matter that requires the committee's attention under OHS legislation.

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

- 32.01 An Employee who is dispatched on ambulance and then away from base on active duty, including travel for a period of greater than six (6) hours, shall receive a fifteen dollar (\$15.00) meal allowance and a further fifteen dollar (\$15.00) meal allowance for each additional six (6) hour increment to a maximum of forty-five (\$45.00) per day. No receipts are required.

## **ARTICLE 33: GRIEVANCE PROCEDURE**

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

- (a) For the purpose of this Article and Article 34, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 16.
- (b) Time limits may be extended by mutual agreement, in writing between the Union and the Employer.

## 33.02 Resolution of a Difference Between an Employee and the Employer

### (a) Formal Discussion

- (i) If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation, or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with his (their) Immediate Supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
- (ii) In the event that the difference is of a general nature affecting two or more Employees, those so affected may have the Union, on their behalf, make written request to the Employer that the grievance be batched and dealt with as a group grievance commencing at Step 1. A request to batch such grievances will not be unreasonably denied.

### (b) Step 1

The grievance shall be submitted in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Division Chief Medical Operations or designate, within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Division Chief Medical Operations or designate 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 ten (10) days of receipt of the decision of the Division Chief Medical Operations or designate, the grievance may be advanced to Step 2 by submitting to the Regional Fire Chief, or his designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of this grievance, the Regional Fire Chief shall arrange to meet with the Union and the grievor to hear the details concerning the grievance. The Regional Fire Chief shall render his decision, in writing, to the Union and the grievor within seven (7) days of receipt of the written statement of grievance.

### (d) Step 3

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the

Regional Fire Chief or his designate, that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

- (e) Neither the Employee nor a representative of the Local Unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.
- (f) An Employee shall be entitled to have a duly accredited Officer of the Union present during any meeting pursuant to this grievance procedure.
- (g) A dismissal grievance shall commence at Step 2.

### 33.03 **Resolution of a Difference Between the Union and the Employer**

#### (a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation, or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Division Chief Medical Operations or designate. If the difference is not resolved in this manner, it may become a policy grievance.

#### (b) Step 1

A "policy grievance" is a dispute between the parties, arising from (a) above, which, due to its nature, is not properly the subject of an individual or group grievance. A policy grievance shall be submitted, in writing, to the Regional Fire Chief or his designate and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Regional Fire Chief or his designate within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Regional Fire Chief or his designate shall be made known to the Union, in writing, within seven (7) days of the receipt of the written statement of grievance.

#### (c) Step 2

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Regional Fire Chief or his designate and name



its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

**33.04 Default**

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

**ARTICLE 34: GRIEVANCE ARBITRATION**

- 34.01 Within ten (10) days following receipt of notification pursuant to Article 33.02 (d) or 33.03 (c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable chairperson of the Arbitration Board. If they fail to agree, the Director of Mediation Services of Human Resources and Employment of Alberta shall be requested to appoint a Chairperson or a single Arbitrator pursuant to the Labour Relations Code.
- 34.02 The Arbitration Board or the single Arbitrator, as the case may be, shall hold a hearing of the grievance to determine the difference and, shall render an award in writing as soon as possible after the hearing. The Chairperson of the Arbitration Board shall have authority to render an award with the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the Labour Relations Code.
- 34.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all circumstances.

34.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the parties.

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

#### **ARTICLE 35: NEW CLASSIFICATIONS**

35.01 If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Labour Relations Code.
- (e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

## **ARTICLE 36: PENSION PLAN**

- 36.01 After an Employee has completed probation, the Employer shall contribute to the Local Authorities Pension Plan, or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees provided they are scheduled to work at least thirty (30) hours per week averaged annually, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible Employee.
- 36.02 The Employer agrees that, it will comply with the LAPP legislation and regulations in effect (as amended from time to time), for Employees eligible per Article 36.01 above.

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

- 37.01 The Employer shall reimburse Employees for the medical fee required to maintain a Class 4 driver's license up to a maximum value of one hundred dollars (\$100) on submission of a valid receipt.
- 37.02 The Employer shall only reimburse half the cost for Full-Time Employees that work for other EMS Employers, that also reimburse. The Employer will not pay any cost for casual Employees that work for other EMS Employers.

### **Alberta College of Paramedics Dues**

- 37.03 The Employer shall reimburse Employees the Alberta College of Paramedics Dues required to practice in Alberta on submission of a valid receipt.
- 37.04 The Employer shall only reimburse half the cost for Full-Time Employees that work for other EMS Employers, that also reimburse. The Employer will not pay any cost for casual Employees that work for other EMS Employers.

## **ARTICLE 38: CASUAL EMPLOYEES**

### **38.01 Calculation of Earnings**

All Casual Employee shall be entitled to an increment on the completion of 2190 hours of work and a further increment on the completion of each period of 2190 hours thereafter to the maximum increment granted to Full-Time Employees.

### **38.02 Recognition of Previous Experience**

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

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

Article 8: Probationary Period  
Article 14: Seniority  
Article 17: Sick Leave  
Article 19: Employee Benefits Plan  
Article 20: Leaves of Absence  
Article 23: Discipline and Dismissal  
Article 24: Resignation/Termination  
Article 26: Layoff and Recall  
Article 36: Pension Plan

Termination of Casual employment shall not be subject to grievance or arbitration.

38.04 Overtime is any hours worked in excess of twelve (12) active duty hours per shift, hours worked outside of the start and stop time of a shift and sixty (60) non on-call hours per week. The greater of the daily total or weekly amount are the number of overtime hours to be paid at the overtime rate.

#### **ARTICLE 39: COPIES OF COLLECTIVE AGREEMENT**

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

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

#### **ARTICLE 40: CONTRACTING OUT**

40.01 Where the Employer finds it necessary to transfer, assign, subcontract or contract out any work or functions performed by regular Employees covered by this Collective Agreement, the Employer shall notify the Union two (2) months in advance of such change, and will meet and discuss the contracting out.

#### **ARTICLE 41: JOB SHARING**

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

## **ARTICLE 42: REGULATORY PRACTICE REVIEW PROCEDURE**

- 42.01 The Parties recognize professions are required to practice within their regulatory standards of practice.
- 42.02 The Parties agree that patient safety is best achieved when there is a process that allows staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

## **ARTICLE 43: OVER/UNDER PAYMENT**

- 43.01 In the event that an Employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error not later than the second (2<sup>nd</sup>) pay day following the date on which the party/parties discovering the error knew.
- 43.02 In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations. If an under payment is not corrected by the second pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 33.
- 43.03 In the case of an overpayment, the Employer shall notify the Employee in writing, including all calculations, 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 44: IN-SERVICE PROGRAMS**

- 44.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such education lies not only with the Employer but also with the Employee. For the purpose of this article the term "In-Service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 44.02 The Employer reserves the right to identify certain specific in-service sessions as compulsory for Employees and those required to attend such sessions shall be paid at their applicable rate of pay. These sessions will be at no charge to the Employees. If Employees are unable to take advantage of these sessions when provided locally, the Employee will be required to take the session elsewhere at no cost to the Employer.

44.03 Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those Employees who must maintain current CPR certification as a condition of employment. Employees who receive approval from the Employer to attend such sessions shall be paid at the applicable rate of pay.

**ARTICLE 45: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)**

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

45.02 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this Committee.

**ARTICLE 46: CRITICAL INCIDENT STRESS MANAGEMENT**

46.01 Where critical incident or stress debriefing is requested by an Employee the Employee will suffer no loss of earnings for the duration of the shift.

46.02 The Employer agrees within six (6) months of this ratification:

- (a) to provide Critical Incident Stress awareness for all Employees.
- (b) to provide Critical Incident Stress training for all Employees that have been identified through an expression of interest process.
- (c) to provide a policy and procedure that identifies the referral/fan-out process for Employees related to Critical Incident Stress defusing and debriefing of Employees.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**BONNYVILLE REGIONAL FIRE AUTHORITY**  
(hereinafter referred to as the Employer)

**- and -**

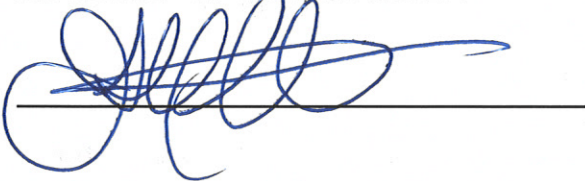
**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: 24 HOUR SHIFTS**

1. The employer shall request Alberta Health Services to apply for a Permit/Variance from the Government of Alberta by September 30<sup>th</sup> of each year. The application shall consist of the following eight (8) day rotation:
  - i. twenty-four hours (24) on shift;
  - ii. twenty-four (24) hours off shift;
  - iii. twenty-four hours (24) on shift;
  - iv. then one hundred and twenty hours (120) off.
  
2. If the application is approved by the Government of Alberta, the Parties shall meet to discuss the implementation of the 24-hour shift schedule.

This Letter of Understanding will expire July 31, 2022, or upon the date of ratification of the next Collective Agreement, whichever is later.

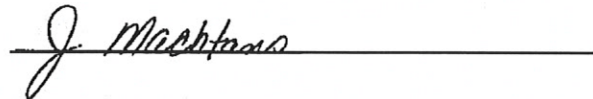
ON BEHALF OF THE EMPLOYER



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DATE: 09 Dec 20

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA



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DATE: November 30, 2020

## SALARIES APPENDIX

### BONNYVILLE REGIONAL FIRE AUTHORITY SALARY SCALE

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12
<b>ARDC-EMS</b>												
August 1, 2018	\$28.90	\$29.47	\$30.05	\$30.64	\$31.25	\$31.88	\$32.51	\$33.15	\$33.81	\$34.49	\$35.17	\$35.86
August 1, 2019	\$28.90	\$29.47	\$30.05	\$30.64	\$31.25	\$31.88	\$32.51	\$33.15	\$33.81	\$34.49	\$35.17	\$35.86
August 1, 2020	\$29.19	\$29.76	\$30.35	\$30.95	\$31.56	\$32.20	\$32.84	\$33.48	\$34.15	\$34.83	\$35.52	\$36.22
August 1, 2021	\$29.48	\$30.06	\$30.65	\$31.26	\$31.88	\$32.52	\$33.17	\$33.81	\$34.49	\$35.18	\$35.88	\$36.58
<b>Advanced Care Paramedic</b>												
August 1, 2018	\$32.90	\$33.55	\$34.21	\$34.89	\$35.59	\$36.29	\$37.02	\$37.75	\$38.51	\$39.27	\$40.06	\$40.85
August 1, 2019	\$32.90	\$33.55	\$34.21	\$34.89	\$35.59	\$36.29	\$37.02	\$37.75	\$38.51	\$39.27	\$40.06	\$40.85
August 1, 2020	\$33.23	\$33.89	\$34.55	\$35.24	\$35.95	\$36.65	\$37.39	\$38.13	\$38.90	\$39.66	\$40.46	\$41.26
August 1, 2021	\$33.56	\$34.23	\$34.90	\$35.59	\$36.31	\$37.02	\$37.76	\$38.51	\$39.29	\$40.06	\$40.86	\$41.67
<b>Primary Care Paramedic</b>												
August 1, 2018	\$24.95	\$25.44	\$25.94	\$26.45	\$26.97	\$27.50	\$28.04	\$28.59	\$29.16	\$29.74	\$30.33	\$30.94
August 1, 2019	\$24.95	\$25.44	\$25.94	\$26.45	\$26.97	\$27.50	\$28.04	\$28.59	\$29.16	\$29.74	\$30.33	\$30.94
August 1, 2020	\$25.20	\$25.69	\$26.20	\$26.71	\$27.24	\$27.78	\$28.32	\$28.88	\$29.45	\$30.04	\$30.63	\$31.25
August 1, 2021	\$25.45	\$25.95	\$26.46	\$26.98	\$27.51	\$28.06	\$28.60	\$29.17	\$29.74	\$30.34	\$30.94	\$31.56
<b>EMR</b>												
August 1, 2018	\$19.04	\$19.42	\$19.80	\$20.20	\$20.59	\$21.00	\$21.42	\$21.85	\$22.28	\$22.79	\$23.16	\$23.62
August 1, 2019	\$19.04	\$19.42	\$19.80	\$20.20	\$20.59	\$21.00	\$21.42	\$21.85	\$22.28	\$22.79	\$23.16	\$23.62
August 1, 2020	\$19.23	\$19.61	\$20.00	\$20.40	\$20.80	\$21.21	\$21.63	\$22.07	\$22.50	\$23.02	\$23.39	\$23.86
August 1, 2021	\$19.42	\$19.81	\$20.20	\$20.60	\$21.01	\$21.42	\$21.85	\$22.29	\$22.73	\$23.25	\$23.62	\$24.10

Upon ratification BRFA will provide each employee a signing bonus as follows:

- (i) Full time Employee – eight hundred dollars (\$800)
- (ii) Casual Employee with greater than 1642 hours – eight hundred dollars (\$800)
- (iii) Casual Employee between 1095-1642 hours – six hundred dollars (\$600)
- (iv) Casual Employee less than 1095 hours – four hundred dollars (\$400)

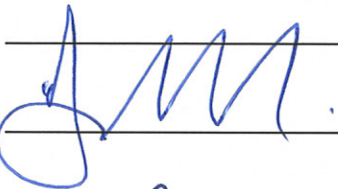


IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HIMETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

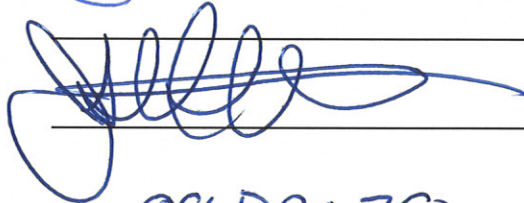
ON BEHALF OF BONNYVILLE  
REGIONAL FIRE AUTHORITY



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Date: 09 Dec 20

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA



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Date: December 15, 2020