ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

EAST CENTRAL AMBULANCE ASSOCIATION

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (ALL AMBULANCE ATTENDANTS)

FOR THE PERIOD

AUGUST 1, 2022 TO JULY 31, 2025

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THIS COLLECTIVE AGREEMENT MADE THIS 4th DAY OF JULY, A.D. 2023

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

of the First Part

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

of the Second Part

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 and the Union,

NOW THEREFORE the parties agree as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically enforced and provided otherwise, the term of this Collective Agreement shall be effective from August 1st, 2022 until and including July 31st, 2025 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 ECAA and HSAA may agree to Letters of Understanding on specific issues throughout the life of the Collective Agreement.
- 1.04 An employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules less any decrease in on-call pay that they would have received but for the termination of employment, upon the submission of a written application to ECAA within 90 calendar days of the ratification of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 "HSAA" means the Health Sciences Association of Alberta.
- 2.02 "ECAA" means East Central Ambulance Association.
- 2.03 "Employee" means a person who performs, on a regular basis, the job functions pertaining to any classification covered herein.
- 2.04 "Regular employee" is one who works on a full-time basis on regularly scheduled shifts of a continuing nature. "Full-time employee" is a regular employee who works the full specified hours in the Hours of Work Article (Article 9) of this Collective Agreement.
- 2.05 "Temporary employee" is one who is hired on a temporary basis for a full-time position:
 - (a) for a specific job of more than three (3) months and less than six (6) months; or
 - (b) to replace a full-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 who is on leave due to illness or injury where the employee on leave has indicated to ECAA that the duration of such leave will be in excess of three (3) months; or
 - (d) to replace a full-time or part-time Employee who is on an approved maternity or parental leave of absence for a period of up to eighteen (18) months.
 - (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Extension requests shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.
- 2.06 "Casual employees" are those who work on a call-in or on a call-back basis and who do not work a regular and recurring schedule or employees who are hired for a term of less than three (3) months.
- 2.07 "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 allowances and premium payments.
- 2.08 Where, in any provision of this Collective Agreement, a word is used in the singular, it applies also in the plural, and vice-versa, where the context so requires.

- 2.09 A "month" for purpose of this Collective Agreement is defined as the period of time between the date in one (1) month and the preceding date in the following month.
- 2.10 "Day" is defined as commencing at zero zero one (0001) hours of one day to zero zero zero zero (0000) hours the following day.
- 2.11 "ACP" is defined as the Alberta College of Paramedics.
- 2.12 "Seniority" is the length of employment and accrues from the date of the current period of continuous employment as noted in Article 13.
- 2.13 "Anniversary Date" is the date employment commences with ECAA as a regular full-time or temporary employee.
- 2.14 "Code" means the Labour Relations Code as amended from time to time.
- 2.15 "Shift" means a work period exclusive of overtime hours.
- 2.16 "Gross Earnings" is all monies earned by an employee under the terms of this Collective Agreement.
- 2.17 "Board" means the East Central Ambulance Association Board.
- 2.18 "Labour Relations Officer" means any duly credited officer of HSAA that is designated with the legal responsibility to sign agreements with ECAA.
- 2.19 "Union" means Health Sciences Association of Alberta.
- 2.20 "Tour of Duty" means scheduled hours of duty and days off as defined in "Hours of Work" Article 9.
- 2.21 "Active Duty" means work assignments of a general nature during which an employee is assigned to duty outside of their scheduled station or assigned to a specific work assignment within the station.
- 2.22 "Steward" means an employee of the employer designated by the union to act as an employee representative in the administration of the collective agreement.
- 2.23 "Local Unit Representative" means a Union member and Employee of the Employer who has been appointed by the Local Unit.
- 2.24 "Station" means the building or series of proximate buildings established by the Employer as a designated work location for employees.

ARTICLE 3: RECOGNITION

3.01 The ECAA recognizes the HSAA as the exclusive bargaining agent for all employees employed in the unit as defined by certificate number 131-2007 issued

- by the Labour Relations Board as "All Ambulance Attendants" and any amendments thereto.
- 3.02 This Collective Agreement shall not apply to persons under wage subsidy employment programs that are designed as employment training programs or job creation programs to complement the existing work force.
- 3.03 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 3.04 Except as specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Operations Manager of ECAA or designate and a designate of the HSAA, with a copy to the Chair of the Local Unit.
- 3.05 An employee shall not engage in HSAA business during their working hours without prior approval of ECAA.
- 3.06 Any duly accredited officer of HSAA may be permitted onto ECAA's premises for the purpose of transacting HSAA business providing prior permission to do so has been granted by ECAA.
- 3.07 The name of the HSAA representatives shall be supplied in writing to ECAA before they are recognized as HSAA representatives.
- 3.08 The ECAA shall schedule an orientation with the HSAA for new employees. A representative of the HSAA shall have the right to make a presentation of up to forty-five (45) minutes in duration with respect to the structure of the HSAA, as well as the rights, responsibilities and benefits under the Collective Agreement. The ECAA shall provide the HSAA with a list of all new employees and notify the Site Representative one (1) week in advance of the orientation where practicable.
- 3.09 The Employer will provide to the Union, upon request, all policies and procedures affecting employees which are related to employment matters.

3.10 Stewards

- (a) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward.
- (b) Stewards shall be granted time off with pay in order to participate in Steward training and related workshops, seminars, and schools as determined by the Union.
- (c) The Steward shall be allowed reasonable time while on duty without loss of pay to perform their duties. Steward duties may include but are not limited to:

- (i) Accompanying an Employee at an investigation or outcome meeting called by the Employer where disciplinary action is possible.
- (ii) Processing grievances including preparation and attendance at grievance hearings.
- (iii) Meeting with new Employees consistent with Article 3.08.
- (iv) Attendance at EMAC or labour/management meetings.
- (d) It is the sole responsibility of the Union to arrange the attendance of a Steward for 3.10(c) (i) and (ii) above.
- (e) A Steward shall obtain permission from their supervisor to leave work and agree 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.
- (f) Upon request of the Employer, the Union shall provide a list of all Stewards and their current level within the HSAA Steward Program.

ARTICLE 4: MEMBERSHIP AND DUES

- 4.01 Membership in the HSAA is voluntary.
- 4.02 Notwithstanding the provisions of Article 4.01, ECAA will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the HSAA, provided the deduction formula is compatible with the accounting system of ECAA.
- 4.03 Deductions shall be forwarded to HSAA, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name of the employees, and classification from whom deductions have been taken and the amounts of the deductions. Once per year ECAA will provide a list with the hire date, classification and increment level of all employees. All hires and/or termination/resignations will be provided to HSAA as they occur. Where accounting adjustment is necessary to correct an over or under payment of dues, it shall be made in the succeeding month.
- 4.04 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 4.05 The HSAA 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.
- 4.06 ECAA will record the amount of HSAA dues deducted on the T-4 forms issued to an employee for income tax purposes.

4.07 For the purposes of this article, "gross earnings" means all monies paid by the ECAA and earned by an employee under the terms of this Collective Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 The ECAA reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement. The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the HSAA acknowledges that it shall be the exclusive right of the ECAA 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 work 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 6: NO DISCRIMINATION

- There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, gender identity, gender expression, source of income, sexual orientation, marital status, age, physical disability, mental disability, family status, nor by reason of membership, non-membership or lawful activity in HSAA, nor in respect of an employee or ECAA exercising any right conferred under this Collective Agreement or any applicable 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.
- 6.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 HSAA 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 ECAA's premises, or refusal to perform work, and no employee shall be involved in such action.
- 7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of an ECAA premises, or refusal to perform work, during the life of this Collective Agreement, the HSAA 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 a dispute or grievance. If the employee does not return and comply immediately with such direction, they shall be deemed to have terminated their employment.
- 7.03 ECAA agrees that during the life of this Collective Agreement it will not sanction or authorize any lockout.

ARTICLE 8: PROBATIONARY PERIOD

- 8.01 A newly-hired employee shall serve a probationary period of six (6) months. If, in the opinion of ECAA, an employee serving a probationary period is found to be unsatisfactory, they may be terminated at anytime without notice and without recourse to the grievance or arbitration procedure, unless the ECAA's termination decision is in bad faith or contrary to Article 6.01 on discrimination. Hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.
- 8.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited retroactive to the date on which the employee last entered the service of ECAA.
- 8.03 ECAA shall provide a written evaluation to each probationary employee prior to the completion of their probationary period. If a probationary employee is terminated, notice in writing shall be given to the employee and HSAA.
- 8.04 If, in the opinion of ECAA, the employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by HSAA and ECAA. During the extended period, the employee shall normally be given monthly feedback regarding their performance; however, if in the opinion of ECAA, the employee is found to be unsatisfactory, they may be terminated at anytime during the probationary period without recourse to the grievance or arbitration procedure.

ARTICLE 9: HOURS OF WORK

- 9.01 A shift consists of a twenty-four (24) hour period during which an employee is assigned, based on a core flex schedule, to work or required to be available for call back to work.
- 9.02 Regular Work Schedules will consist of four (4) days on and four (4) days off.
 - (a) Consort work schedule will consist of seven (7) days on and seven (7) days off.
- 9.03 Annual hours of work for an employee working a core flex schedule are two thousand one hundred and ninety (2190) hours per year as per 9.05.
- 9.04 Employees will be scheduled based on a core flex scheduling provision as follows:
 - (a) Each twenty-four (24) hour Core Flex shift shall consist of twelve (12) hours per shift compensated at the basic rate of pay which is made up of three (3) "core hours" nine (9) "flex hours" and twelve (12) on-call hours which are compensated at an on-call rate of pay of three dollars and thirty cents (\$3.30) per hour.
 - (b) An employee who works in excess of twelve (12) hours of active duty shall be compensated at the overtime rate of pay referenced in Article 10.
 - (c) The employees will be available to meet a seven (7) minute chute time during core, flex and on-call hours.
 - (d) During any period of active duty, the on-call rate shall cease and shall resume upon the completion of "Active Duty".
- 9.05 The Employer shall endeavor to ensure that employees do not work more than fourteen (14) hours in a twenty-four (24) period. An employee who is required to work more than fourteen (14) hours in a twenty-four (24) period shall be entitled to eight (8) consecutive hours of rest prior to commencing their next scheduled shift without loss of regular earnings.
- 9.06 On each occasion that an Employee is recalled to duty during their 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.
- 9.07 Employees assigned to a shift must remain in fit condition to return to work at any time during that shift.
- 9.08 Employees may exchange shifts and/or days off, providing that such employees are qualified to do each other's duties; and
 - (a) employees submit the request, giving reasonable notice; and

- (b) ECAA approves the exchange; and
- (c) operational efficiency is not disrupted; and
- (d) there is no increased cost to ECAA, including overtime.
- 9.09 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

9.10 Changes to Shift Schedules

ECAA may implement new or revised regular shift schedules provided it gives HSAA sixty (60) 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.

9.11 Weekend Premiums

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid for all active duty hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday to zero seven hundred (0700) hours on Monday.

Weekend premiums shall not be considered part of the basic hourly rate of pay.

ARTICLE 10: OVERTIME

- 10.01 Overtime is all time authorized by ECAA and worked by an employee:
 - (a) for active duty hours worked in excess of twelve (12) hours tour of duty as per Article 9.05 during the twenty-four (24) hour shift; or
 - (b) for regular employees who work on scheduled days of rest.
- The overtime rate shall be two times (2X) the normal rate applicable to the hours worked. As an example and for clarity: If hours are worked to which the Salary Appendix rate would normally apply, the overtime rate will be two times (2X) the Salary Appendix rate; if hours are worked to which the On-Call rate would normally apply, the overtime rate will be two times (2X) the On-Call rate. For further clarity, it is understood and agreed that if an employee is on call and receiving the overtime On-Call rate, the overtime rate will switch to the Salary Appendix overtime rate when a call is received and active duty is performed, then back to the On-Call overtime rate when active duty is completed.
- 10.03 Subject to mutual agreement between ECAA and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and ECAA is reached as to when accumulated overtime will be taken as time off in lieu of

overtime payment, such liability of ECAA as of the last day of December shall be paid out.

ARTICLE 11: PROMOTIONS, TRANSFERS AND VACANCIES

- 11.01 (a) Where ECAA proposes to fill a vacancy for a regular or temporary position, ECAA shall post within the Department notices of the opportunity for not less than eight (8) calendar days.
 - (b) 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 be the deciding factor.
 - (c) ECAA may consider internal and external applicants.
 - (d) The notice of posting referred to in clause 11.01 (a) shall contain the following information:

Duties of the position;

- (i) qualifications required;
- (ii) hours of work;
- (iii) status of position (regular or temporary), and expected term if a temporary position;
- (iv) salary, and
- (v) station location of vacancy.
- (e) ECAA shall forward to HSAA copies of the postings of vacancies of all positions within the bargaining unit as outlined in Article 11.01 (a) within three (3) calendar days of the posting.
- (f) The name of the successful applicant shall be given to HSAA in writing within three (3) calendar days of the appointment.
- 11.02 All applications for transfer or promotion shall be made in writing to ECAA.
- 11.03 Successful applicants for transfer or promotion shall be informed in writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 11.04 In filling vacancies, making promotions, transfers, the determining factors shall be qualifications, skill, training, knowledge, efficiency, and other relevant attributes, and where these factors are considered by ECAA to be relatively equal, seniority

- shall be the deciding factor. Such decisions by the ECAA shall be made in good faith and without discrimination as defined in Article 6.01.
- 11.05 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 the ability to perform the new task to the satisfaction of ECAA. Should such employee fail to succeed or request to return to former position during the above-mentioned trial period, ECAA will make a sincere effort to reinstate the employee in their former position without loss of seniority, or if such reinstatement is not possible, place the employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of their former position.
- 11.06 When an employee is promoted to a classification assigned a higher salary scale, the employee will be advanced to a step in that higher scale that provides for an increase of at least one (1) increment value from the employee's existing salary level. The employee's anniversary date for the purposes of their next increment shall be the date of their promotion.

ARTICLE 12: RESPONSIBILITY PAY

12.01 Where an employee performs supervisory duties during a shift or longer, the employee will receive in addition to their regular salary the sum of three dollars (\$3.00) per hour.

ARTICLE 13: SENIORITY

- 13.01 (a) Regular or temporary employees hired prior to the date of certification shall have their seniority calculated according to their date of hire. 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 changes to regular or temporary, their seniority date once they become regular or temporary shall be established by dividing their continuous hours of work (tour and active duty) in the bargaining unit in the previous three (3) years by two thousand one hundred and ninety (2,190).
 - (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.
- 13.02 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 their position with ECAA; or

- (b) when an employee is absent from work for more than three (3) days without good and proper reason or the approval of ECAA; or
- (c) when, for more than three (3) days, the employee does not return from leave of absence or vacation as scheduled; or
- (d) when the employee 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.
- 13.03 A seniority list prepared by ECAA shall be posted showing each employee's name and date of hire. This list shall be posted on April 1st and on September 1st of each year. A copy of the list shall also be forwarded to HSAA.

ARTICLE 14: ANNUAL VACATION

14.01 Vacation Entitlement

During each year of continuous service in the employ of the ECAA, a regular 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. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) to third (3rd) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twelve (12) working days, which is equivalent to one hundred and forty-four (144) hours; or
- (b) from the fourth (4th) to the seventh (7) years of continuous full-time employment and onward, an employee shall earn entitlement to vacation calculated on a basis of sixteen (16) working days, which is equivalent to one hundred and ninety-two (192) hours; or
- (c) from the eighth (8th) to the fourteenth (14th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days, which is equivalent to two hundred and forty (240) hours; or
- (d) from the fifteenth (15) and subsequent years of full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twentyfour (24) working days, which is equivalent to two hundred and eighty-eight (288) hours.
- (e) 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.
- 14.02 ECAA must give employees their annual vacation in one (1) unbroken period no later than twelve (12) months after an employee becomes entitled to it.
 - If an employee so requests in writing, ECAA may provide the vacation in two (2) or more periods, so long as each vacation period is at least one (1) day long.
- 14.03 If ECAA and an employee are unable to agree on a mutually satisfactory date to start the employee's annual vacation, ECAA must give the employee at least two (2) weeks' written notice of the date on which the employee's annual vacation is to start, and the employee must take the vacation at that time. Vacation from the previous year that is unscheduled by April 30th in any given year shall be paid out.
- 14.04 Seniority shall be considered when there is a dispute regarding preference for time that vacation is to be taken.
- 14.05 (a) The employer shall post a vacation planner by January 1st of each calendar year for vacations to be taken between May 1st and October 31st of the same calendar year.

Where an employee submits vacation preference by March 15th of that year, the employer shall indicate approval or disapproval in writing of that vacation request by April 30th of that year.

Any request for vacation that is submitted after March 15th, shall be dealt with on a first come / first serve basis.

- (b) The employer shall post a second vacation planner July 1st of each calendar year for vacations to be taken November 1st and April 30th of the following calendar year.
- (c) Where an employee submits a vacation preference by September 15th of that year, the employer shall indicate approval or disapproval in writing of that vacation request by October 31st of that year.
 - Any request for vacation that is submitted after October 31st shall be dealt with on a first come / first serve basis.
- (d) Employees must request at least eighty percent (80%) of their annual vacation, combined on the two vacation scheduled planners.
- (e) 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.

- 14.06 Unless given two (2) weeks' notice of an alteration to scheduled vacation, an employee required by the employer to work during their vacation period will receive two (2x) times 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 employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.
- 14.07 When an employee's vacation is cancelled by the employer, the employer shall be responsible for all non-refundable costs related the cancellation of the vacation.

ARTICLE 15: NAMED HOLIDAYS

- 15.01 The ECAA has established and recognizes the following named holidays:
 - (a) New Year's Day,
 - (b) Alberta Family Day,
 - (c) Good Friday,
 - (d) Easter Sunday,
 - (e) Victoria Day,
 - (f) Canada Day,
 - (g) Civic Holiday,
 - (h) Labour Day,
 - (i) Thanksgiving Day,
 - (j) Remembrance Day,
 - (k) Christmas Day,
 - (I) Boxing Day,
 - (m) any other day designated, by regulation, as a general holiday by the Lieutenant Governor in Council, and
 - (n) any other day designated as a named holiday under an agreement between ECAA employees, or otherwise designated as a named holiday by ECAA.
- 15.02 An employee who works on a named holiday shall be entitled to the Holiday rate which shall be calculated as follows:
 - (a) for all hours worked on the holiday to which the Salary Appendix rate would normally apply, the Holiday rate shall be two times (2 x) the Salary Appendix rate; and
 - (b) for all hours worked to which the On-Call rate would normally apply, the Holiday rate shall be one and one-half times (1 $\frac{1}{2}$ x) the On-Call rate.

15.03 An employee who does not work on a Named Holiday but does work their regularly scheduled shift before and after the holiday shall be entitled to twelve (12) hours at the basic rate of pay which, at the employer's discretion, will be paid, banked to be used as time in lieu or added to vacation entitlement.

ARTICLE 16: SICK LEAVE

- 16.01 (a) Sick leave is provided by ECAA for any illness, quarantine by a Medical Officer, or because of an accident for which compensation is not payable under The *Workers Compensation Act*.
 - (b) ECAA 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.
- 16.02 When an employee has completed their probationary period, they shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one half (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120 days), provided, however, that an employee shall not be entitled to apply sick leave credits prior to completion of their probationary period.
- 16.03 An employee granted sick leave shall be paid for the period of such leave such that the employee will suffer no loss of pay from normal daily wage consisting of the twelve (12) hour tour of duty at the applicable Salary Appendix rate and an additional twelve (12) hours at the On-Call Rate. 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.
- 16.04 Employees may be required to submit satisfactory proof to ECAA of any illness, non-occupational accident or quarantine. Where the employee must pay a fee for such proof, the fee shall be reimbursed by the Employer.
- 16.05 When an employee has accrued the maximum sick leave, 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.
- 16.06 Sick leave pay shall not be granted during any leave of absence. Sick leave pay shall be granted for complications which may arise from a pregnancy before and after completion of maternity leave as granted under Article 19 (Leaves of Absence).
- 16.07 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due.
- 16.08 Sick leave credits shall not accrue during periods of illness, injury, and/or leaves of absence in excess of one (1) month.

- 16.09 An employee may request in writing, once a year, the status of their sick leave entitlements.
- 16.10 Should an employee suffer an illness or injury which result in their hospitalization, or which would otherwise have prevented the employee from attending work for three (3) consecutive working days or more, the employee shall be considered as being on sick leave for the period of hospitalization or that period that exceeds the three (3) consecutive working days provided the employee notifies the employer upon return from vacation and provided satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 16.11 In circumstances where an employee has been absent due to illness for two (2) weeks or more, the employee must provide advance written notice of an intention to return to the workplace at least one (1) shift rotation prior to their anticipated return date. Such notice must be accompanied by medical documentation confirming the employee's fitness to return to work as of the proposed date.
- 16.12 After an employee has been absent due to illness, ECAA will make every reasonable effort to facilitate the employee's return upon medical clearance to the station at which they were previously posted and ECAA will have the right, where operationally necessary to do so, to arrange the return of the employee to another station once the employee is medically cleared to return.

ARTICLE 17: WORKERS' COMPENSATION

An employee who is incapacitated and unable to work as result of an accident sustained while on duty in the services of the Employer within the meaning of The Workers' Compensation Act shall continue to receive full salary provided they assign over the employer on proper forms the monies due to them from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an employee is off work due to an accident within the meaning of The Workers' Compensation Act. Employees shall only receive full salary to the extent that one-tenth (1/10) day can be deducted from accumulated sick leave.

ARTICLE 18: EMPLOYEE BENEFIT PLANS

18.01 Regular employees and temporary employees filling a regular position are eligible to participate in the benefit plan, including LAPP.

The premiums will be cost-shared eighty percent (80%) by the employer and twenty percent (20%) by the employee for Medical and Dental Benefits.

Premiums will be 100% employee paid for Long Term Disability (LTD).

ARTICLE 19: LEAVES OF ABSENCE

19.01 **General Leave**

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

19.02 Bereavement Leave

- (a) Bereavement leave with pay up to four (4) of the employee's consecutive scheduled working days shall be granted in the event of the death of a member of the employee's immediate family i.e. child, parent, brother, sister, spouse (including common-law spouse), fiancée, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-children, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent-in-law, legal guardian, grandparent, or grandchild "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a person who resided with the employee and who was held out publicly as their spouse for a period of at least one (1) year before the death. In the event of the death of a relative who is not immediate family, ECAA may grant time off with pay to attend the funeral services.
- (b) Bereavement leave shall be extended by two (2) additional consecutive working days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 19.02(a) and (b), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

19.03 Maternity Leave

(a) An employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Supplemental Unemployment Benefits Plan benefits or LTD.

- (b) A pregnant employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 19.03(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the employee may request further leave without pay as provided by Article 19.01.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

19.04 Parental Leave

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.
- (b) An employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:
 - (i) they make a written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) they provides the Employer with at least one (1) day's notice that such leave is to commence.
- (c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the employer and the employee.
- (d) An employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position they held 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 entitlements accrued to them up to the date they commenced the leave.
- (e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such employee to attend to

matters directly related to the birth or adoption of a child.

- 19.05 In circumstances where an employee has been on a leave pursuant to this article for two (2) weeks or more, the employee must provide advance written notice of an intention to return to the workplace at least one (1) shift rotation prior to their anticipated return date.
- 19.06 Where an employee is on a leave pursuant to this article for six (6) months' or more, ECAA will make every reasonable effort to facilitate the employee's return to the station at which they were previously posted ECAA will have the right, where operational necessary to do so to arrange the return of the employee to another station upon the employee's return.

19.07 Leave for Public Office

- (a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.

19.08 Caregiver Leave

- (a) Compassionate Care Leave
 - (i) An Employee who has completed at least ninety (90) days of employment, 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 at least ninety (90) days of employment, 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.
- (iii) At the request of the employee, critical illness leave may be taken in one (1) week increments.
- (iv) 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.

19.09 Military Leave

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

19.10 Personal Leave

- (a) Employees shall be permitted to use up to a maximum of two (2) days per calendar year for Personal leave per calendar year. Under extenuating circumstances, Employees can use the totality of their current sick day bank.
- (b) Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with

family members.

(c) In these circumstances, the Employer shall approve Personal Leave requests to the extent that operational requirements permit. Such requests shall not be unreasonably denied. Where approval is denied, the Employer will respond in writing and reasons shall be given.

19.11 **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.

19.12 **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 with pay for up to five (5) days per calendar year. This leave may be taken as consecutive or single days or as a fraction of a day.
- (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 for an additional ten (10) days per calendar year.
- (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.

19.13 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment 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).

19.14 To the extent that any of the leaves in this Article 19 overlap with statutorily permitted leaves in the Employment Standards Code, it is understood that leave days provided pursuant to this Collective Agreement shall also count towards the Employer's overlapping compliance with the Employment Standards Code. Further any leaves permitted pursuant to the Employment Standards Code that exceed the entitlement of this Collective Agreement, shall also be available to employees, as required by the Employment Standards Code.

ARTICLE 20: BULLETIN BOARD SPACE

20.01 ECAA shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where HSAA may be permitted to post notices of meetings and other such notices which may be of interest to employees. No information defamatory or derogatory towards ECAA shall be permitted. ECAA reserves the right to require that posted material objectionable to ECAA be removed from bulletin boards.

ARTICLE 21: PERSONNEL FILES AND EVALUATIONS

- 21.01 (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.
- 21.02 All such evaluations shall be in writing.
- 21.03 (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 twenty-four (24) hours. The employee may review their personnel file prior to the interview upon their written request.
 - (b) The employee shall be given 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 ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel 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 10 (overtime) or Article 34 (Casual Employees).
- 21.04 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.
- 21.05 By appointment made in writing at least one (1) working day in advance, an employee may view their personnel file once each calendar year or when the employee has filed a grievance. An employee shall be entitled to be accompanied by a HSAA representative when viewing their personnel file, a representative from ECAA shall also be present.

21.06 The employee shall be given a copy of requested documents from their file provided that they first pay a reasonable fee to ECAA a fee to cover the cost of copying, which fee shall be established by ECAA.

ARTICLE 22: DISCIPLINE AND DISMISSAL

- 22.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 22.02 Unsatisfactory conduct by an employee which is not considered by ECAA to be serious enough to warrant suspension or dismissal may result in a written warning to the employee within twenty (20) working days of the date ECAA first became aware of, or reasonably should have become aware of the occurrence of the act. ECAA shall provide a copy to HSAA within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.
- 22.03 Unsatisfactory performance by an employee which is considered by ECAA 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 twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. ECAA shall provide a copy to the Labour Relations Officer of HSAA or designate 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 ECAA's right to take further action during or following said period should the employee's performance so warrant.
- 22.04 The procedure stated in Articles 22.02 and 22.03 does not prevent immediate suspension or dismissal for just cause.
- 22.05 An employee who has received a written warning, been suspended or dismissed shall receive from ECAA in writing the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Labour Relations Officer of HSAA or designate within two (2) working days.
- 22.06 Any disciplinary action/letter or dismissal/letter shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 22.07 An employee who is dismissed shall receive their termination entitlements within three (3) working days.

- 22.08 An employee who has been subject to disciplinary action shall, after two (2) years from the date the disciplinary action was initiated, request in writing that their 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. ECAA shall confirm in writing to the employee that such action has been effected.
- 22.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 15.
- 22.10 (a) When circumstances permit, the Employer shall provide at least one (1) working day (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 applicable rate of pay for the duration of such meeting(s).
 - (b) The Parties may agree to mutually extend timelines.

ARTICLE 23: RESIGNATION/TERMINATION

- 23.01 An employee shall give to ECAA fourteen (14) calendar days' notice of their desire to terminate their employment. Any notice greater than fourteen (14) calendar days shall not be accepted by ECAA and shall be deemed to be fourteen (14) calendar days. If ECAA determines that an employee shall not be required to work for their full fourteen (14) days after giving notice of termination, ECAA may require an employee to be terminated earlier with pay for the balance of the wages of the remaining fourteen (14) days.
- 23.02 An employee who voluntarily leaves the employ of ECAA shall receive the wages and vacation pay to which they are entitled at the regular pay day next following the day on which they terminate their employment, or within seven (7) days of terminating their employment, whichever comes first.
- 23.03 An employee shall be deemed to have terminated their employment when:
 - (a) they are absent from work without good and proper reason or the approval of ECAA; or
 - (b) they do not return from layoff as required, or they have been on layoff for a period of time exceeding half their length of service but, in any event, not to exceed a period of one (1) year on layoff.

ARTICLE 24: JOB DESCRIPTIONS

- 24.01 Copies of job descriptions for the classifications in this bargaining unit shall be available to each employee upon request.
- 24.02 Upon request, ECAA will provide HSAA with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 25: LAYOFF AND RECALL

- 25.01 (a) Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 25.02 to the circumstances, including but not limited to:
 - (i) the timing and specific process to be followed;
 - (ii) any other issue the parties deem appropriate.
 - (b) 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. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.

- (c) 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 (a) until they have advised the employer of their readiness to return to work.
- (d) 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.
- 25.02 Layoff shall be in reverse order of seniority; however, ECAA 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.
- 25.03 When recalling employees, recalls shall be carried out in order of seniority provided the employee is qualified and capable of performing work required.
- 25.04 The method of recall shall be by telephone, and if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- 25.05 It is understood that an employee may refuse recall to a lower paying classification or lower full-time equivalency than they were employed in at the time of layoff without adversely affecting their recall status.
- 25.06 It is understood that ECAA may hire employees from any source to fill operational requirements pending the return to work of a recalled employee.
- 25.07 ECAA shall endeavor to offer opportunities for casual work to laid-off employees in order of their seniority, provided the laid-off employee is qualified and capable of performing the work required. A laid-off employee may refuse an offer of casual work without adversely affecting their recall status.
- 25.08 No new regular or temporary employees will be hired while there are other employees on layoff as long as laid-off employees are willing, qualified and capable of performing the work required.
- 25.09 An employee laid off due to staff reductions shall, when laid off, file their address with ECAA and thereafter promptly keep them informed of any change of address.

ARTICLE 26: SALARIES & RECOGNITION OF PREVIOUS EXPERIENCE

- 26.01 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 ECAA and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 26.02 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.
- 26.03 Both parties to this Collective Agreement recognize that employees normally improve in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the employee shall be so advised in writing and the employee's performance will be re-evaluated on a month-to-month basis. After the employee reaches a satisfactory performance level, the increment shall be granted as of that date; however, the employee's anniversary date for annual increment purposes shall not be changed.
- 26.04 Effective on the dates specified, salaries for employees covered by this Collective Agreement shall be as listed in the Salaries Appendix.
- 26.05 When possible, ECAA shall pay to the employees their wages through the direct deposit system of a financial institution of the employee's choice.
- 26.06 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines:
 - (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
 - (b) two (2) annual increments for two (2) years' experience within the last seven(7) years;
 - (c) three (3) annual increments for three (3) years' experience within the last eight (8) years;
 - (d) four (4) annual increments for four (4) years' experience within the last nine (9) years;
 - (e) five (5) annual increments for five (5) years' experience within the last ten (10) years;
 - (f) six (6) annual increments for six (6) years' experience within the last eleven (11) years;
 - (g) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years.
- 26.07 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.

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

ARTICLE 27: COURT APPEARANCE

- 27.01 A Regular or Temporary employee required by law to appear in court as a member of a jury, or for jury selection, or as a crown witness, shall be paid the difference between the pay received for such court service and the pay the employee would have normally received if they have been working based on their basic rate of pay.
- 27.02 It is agreed that where an employee is subpoenaed as a witness as a direct result of their regular duties, they shall not suffer any loss of pay while so serving when the witness duty coincides with a regularly scheduled on-duty shift. The employee will notify ECAA as soon as they are advised of a court date so as to allow ECAA to give notice of a shift change to accommodate the court appearance where possible.
- 27.03 Should a full-time employee be required to serve as a witness in any case arising as a result of their regular duties on their scheduled day(s) off, they shall be paid at the rate of two times (2X) their basic rate for all hours actually served.
- 27.04 Where an employee is required to travel for such appearance, Article 30 (Duty Incurred Expenses) will apply.

ARTICLE 28: UNIFORM AND CLOTHING

- 28.01 Employees shall ensure that uniforms and clothing worn in the performance of their duties adhere to standards set by ECAA.
- 28.02 ECAA shall provide uniforms to each employee as listed below:
 - four (4) uniformed shirts,
 - one (1) jacket/parka,
 - one (1) head cover,
 - four (4) pairs of pants,
 - one (1) black leather belt,
 - one (1) pair of safety glasses,
 - one (1) toque,
 - two (2) pairs of epaulette slip-on insignia as appropriate for job classification.

as well as a two hundred and fifty-dollar (\$250) reimbursement provided each year on January 1st for jumpsuit, boots, or any other item at the discretion of the Operations Manager.

For casual employees, ECAA will provide:

- two (2) uniformed shirts,
- two (2) pair of pants,

- one (1) jacket/parka,
- one (1) head cover,
- one (1) black leather belt.
- one (1) pair of safety glasses
- one (1) toque
- two (2) pairs of epaulette slip-on insignia as appropriate for job classification.
- 28.03 Should the uniform be mutilated, destroyed, or damaged while on duty or from excess wear, the same shall be replaced by ECAA after inspection and approval by the Operations Manager.

ARTICLE 29: OCCUPATIONAL HEALTH SAFETY & WELLNESS

- 29.01 (a) 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. The employee representative of the Union may request the attendance of guest(s) at a Health and Safety Committee meeting(s), and this shall not be unreasonably denied. This Committee shall meet at least quarterly.
 - (b) The applicable rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.
- 29.02 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed annually by the Committee.
- 29.03 The Committee shall select two (2) co-chairs, an employer co-chair and an employee co-chair, for the committee. The employee co-chair shall be selected by the employee members of the committee. Co-chairs shall alternate chairing of the meetings. A request to establish additional committees for each worksite or grouping of work sites shall not be unreasonably denied where access to an existing committee(s) does not exist.
- 29.04 An Occupational Health and Safety Committee shall be established within one (1) month of the signing of the Collective Agreement. HSAA shall provide the names of up to three (3) employees, and ECAA shall provide the names of up to three (3) appointed representatives to sit on the Occupational Health and Safety Committee.
- 29.05 The function of the Occupational Health and Safety Committee is to examine and make recommendations regarding Occupational Health and Safety matters. A Terms of Reference for the committee shall be developed with the participation and agreement of the Union.

- 29.06 (a) OHS education, training and instruction shall be provided to employees, at the applicable rate of pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.
 - (b) The employer shall provide training at no cost to all employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the employee's applicable rate of pay.
- 29.07 The employer shall implement a psychological health and safety plan consistent with the current CSA Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.
- 29.08 Where the employer requires that the employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.
- 29.09 (a) If an issue arises regarding occupational health or safety, the employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor. If the issue is not resolved satisfactorily, it may then be forwarded to an excluded management position. If the issue is not resolved satisfactorily it may then be forwarded, in writing, to the committee.
 - (b) Should an issue not be resolved by the Committee, it may then be forwarded to the governing Board, and a resolution meeting shall take place within twenty-eight (28) calendar days. The Board shall reply in writing to the union within fourteen (14) calendar days.
 - (c) Should the issue remain unresolved following the Board's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the union within twenty-eight (28) calendar days of the presentation by the union.
- 29.10 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the employer in that regard.
- 29.11 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee access to the workplace to conduct safety inspections.
- 29.12 The parties shall make every reasonable effort to provide available relevant information to all participating parties at least five (5) days prior to any discussions or meetings to ensure meaningful discussions of safety concerns, incidents, and issues.

29.13 The employer shall endeavor to ensure all Ambulances are fitted with a Power Cot and Power Load System contingent on funding and availability of the equipment and installation. The employer shall provide all current and all new employees with introductory training and additional training on an annual basis. This training will include other safe patient handling techniques as identified.

ARTICLE 30: DUTY-INCURRED EXPENSES

30.01 Employees that are asked to use their vehicles on behalf of ECAA will be reimbursed at the rate of sixty-one cents (\$0.61) per kilometer.

When an employee is required to standby at a location or event or are dispatched on ambulance service involving travel beyond sixty (60) kilometers from their site or for a period of greater than five (5) hours, the employee shall receive a fifteendollar (\$15.00) meal allowance for the first five (5) hours duration and each subsequent period of five (5) hours duration of such duties to a maximum of forty-five (\$45.00) per day. No receipt required. Employee who accept voluntary assignments to work at special events shall not be entitled to this allowance.

ARTICLE 31: GRIEVANCE AND ARBITRATION

31.01 **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 15.
- (b) Time limits may be extended by mutual agreement, in writing, between the HSAA and the ECAA.

31.02 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 ECAA 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 Operations Manager. 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 the ECAA through HSAA.

Grievances will indicate:

(a) the nature of the grievance;

- (b) the clause or clauses claimed to have been violated;
- (c) the redress sought.
- (ii) However, the mandatory formal discussion stage set out in Article 31.02(a) (i), shall be bypassed when the employee has been given a letter of discipline pursuant to Article 22.
- (iii) In the event that the difference is of a general nature affecting two or more employees, the ECAA and the HSAA 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 Operations Manager, or their 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 operations manager or their designate shall be made known to the employee and the HSAA within seven (7) days of receipt of the written statement of grievance.

(c) <u>Step 2</u>

Within seven (7) days of receipt of the decision of the Operations Manager, or their designate the grievance may be advanced to Step 2 by submitting to the Chairman of the Board, 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 Board, or its designate, shall render a decision, in writing, to be forwarded to the HSAA 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 HSAA may elect to submit the grievance to Mediation. In this case, the HSAA shall notify the ECAA in writing within seven (7) days of receipt of the decision of the Board, or it's designate, that the HSAA 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 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 HSAA may elect to submit the grievance to Arbitration in accordance with Article 31 .07.

31.03 **Default**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the ECAA 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.
- 31.04 (a) Neither the employee nor a representative of the Local Unit of the HSAA who may attend a meeting with the ECAA 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.
- 31 .05 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.

31.06 Resolution of a Difference between the HSAA and the ECAA

(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 HSAA shall first attempt to resolve the difference through discussion with the ECAA's 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 ECAA's 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 ECAA's designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the HSAA could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the ECAA's designate shall be made known to the HSAA, in writing, within seven (7) days of the receipt of the written statement of the grievance.

(c) <u>Step 2</u>

Should a grievance not be resolved at Step 1, the HSAA may elect to submit the grievance to Mediation. In this case, the HSAA shall notify the ECAA in writing within seven (7) days of receipt of the decision of the ECAA's designate, that the HSAA 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) <u>Step 3</u>

Should a grievance not be resolved through Mediation, if chosen, at Step 3, the HSAA may elect to submit the grievance to Arbitration in accordance with Article 31.07.

31.07 **Arbitration**

- (a) 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 ECAA and the HSAA, within a period of seven (7) calendar days after the appointment of the second of them and jointly select a Chairman.
- (b) 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.
- (c) 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 Services to appoint a qualified person to act as Chairman of the Arbitration Board, or single Arbitrator.

- (d) 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.
- (e) 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 ECAA and the HSAA shall equally bear the fee and expense of the Chairman.
- (f) 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.
- (g) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 32: JOB CLASSIFICATIONS

32.01 New Classifications

If the ECAA 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 ECAA shall provide written notice to the HSAA of the classification title and proposed pay rates for the classification.
- (b) If the HSAA 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 HSAA 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 ECAA 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.

32.02 Position Classification Review

- (a) An employee who feels their position is improperly classified may apply to the ECAA's designate to have the classification reviewed.
- (b) (i) Where the review concerns an employee-initiated request for reclassification, the ECAA's designate decision is final.
 - (ii) The ECAA's designate decision shall be rendered within 30 (thirty) days of the request.
 - (iii) An employee who initiates a request under this clause is entitled to the assistance of an HSAA Representative.
 - (iv) Where the review concerns an ECAA initiated downgrading of classification, the affected employee may appeal the ECAA's designate decision within 30 (thirty) days through the Grievance Procedure, including Arbitration, if necessary.
- 32.03 Given the conflict between ECAA's BLS only licensing and the professional and ethical obligations of a certified Paramedic, it is understood and agreed that upon an employee in the bargaining unit obtaining Paramedic certification, the parties shall meet to discuss the conclusion of the employee's employment.

ARTICLE 33: MEDICAL EXAMINATION, VACCINATIONS AND ACOP DUES

- 33.01 ECAA shall pay the medical fees on behalf of employees required to maintain a Class 4 Driver's License. Such examination shall be arranged by the employee.
- 33.02 ECAA shall reimburse all costs associated with employees receiving any vaccination required.
- 33.03 ECAA will reimburse employees for their ACOP dues payments upon submission of proof of payment for the period of their employment with ECAA.

ARTICLE 34: CASUAL EMPLOYEES

- 34.01 Article 2 Applies to casual employees with the exception of Article 2.12 "Seniority."
- 34.02 Calculation of Earnings

A regular casual employee shall be entitled to an increment on the completion of two thousand one hundred and ninety (2,190) hours of work (tour and active duty) and a further increment on the completion of each period of two thousand one hundred and ninety (2,190) hours thereafter to the maximum increment granted to full-time employees. However, after any three (3) consecutive

calendar years of uninterrupted service and the completion of a minimum of nine hundred 900 worked hours, an employee will be granted an increment. After the increment is granted, the employee's hours of service will recommence at zero (0) for purposes of increment entitlement.

34.03 On-Call Duty

The term "on-call duty" shall be deemed to mean the period during which an employee is scheduled on-call and must be available to respond without undue delay to a request to report to duty. On-Call rates are subject to Article 9.

34.04 Vacation Pay

- (a) During each of the first five (5) years of employment, casual employees shall be paid six percent (6%) of their gross earnings as Vacation Pay.
- (b) After the completion of five (5) years of employment, casual employees shall be paid eight percent (8%) of their gross earnings as Vacation Pay.
- 34.05 A casual employee shall be covered by the grievance and arbitration provisions of the Collective Agreement.
- 34.06 A Casual Employee will receive overtime at applicable premium rates (Article 10) for any hours worked in excess of twelve (12) hours active duty in a day.
- 34.07 Should a casual employee be required to serve as a witness in any case arising as a result of their regular duties, they shall be paid at their basic rate of pay for all hours actually served.
- 34.08 All of the articles of this Collective Agreement apply to Casual Employees except for Articles:
 - 8: Probationary Period
 - 9: Hours of Work
 - 14: Annual Vacation
 - 16: Sick Leave
 - 18: Employee Benefits Plan
 - 19: Leaves of Absence
 - 23: Resignation/Termination
 - 25: Layoff and Recall
 - 27: Court Appearance

ARTICLE 35: COPIES OF COLLECTIVE AGREEMENT

- 35.01 The ECAA shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 35.02 The Collective Agreement shall be printed in pocket size form by the HSAA, and the cost shall be shared equally between the parties.

ARTICLE 36: CRITICAL INCIDENT STRESS MANAGEMENT

- 36.01 A critical incident is defined as an event or a series of events that has a stressful impact sufficient enough to overwhelm the usually effective coping skills of either an individual or a group.
- 36.02 (a) Following a critical incident, an Employee may request to be provided with down time during the shift without loss of pay following the completion of the critical incident. The Employee's request shall not be unreasonably denied.
 - (b) If an Employee requests mental health services including peer support, and specialized EFAP services such as trauma support, the Employee's request shall not be unreasonably denied.
- 36.03 For each psychological injury claim the Employer shall complete the appropriate WCB documentation if the critical incident results in an absence from the workplace beyond the day of the incident or necessitates health care intervention.

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: REGULATORY PRACTICE REVIEW PROCEDURE

WHEREAS the parties recognize that the technical and professional paramedical professions are required to practice within their regulatory standards of practice;

AND WHEREAS the parties agree that patient safety is best achieved when there is a process that allows technical and professional paramedical staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

The parties therefore agree as follows:

1. Discussion

In the event an employee in a regulated profession is directed to perform duties which may contravene their regulated standards of practice, an employee shall first discuss the issue with their immediate supervisor.

2. Documentation

If the issue is not resolved following discussions with the supervisor, the employee shall provide documentation detailing how the issue may contravene their standards of practice to the Operations Manager or designate.

3. Consultation

Based on a review of the documentation, the parties may consult with the applicable College regarding the issue. Following a review of the documentation and the consultation, the Operations Manager or designate will communicate the outcome to the employee.

4. Evaluation

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

5. Expiry

This Letter of Understanding will expire on July 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

R.H. Chard

DATE: Sept 5/2023

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: EMPLOYEE - MANAGEMENT ADVISORY COMMITTEE

1. Discussion

The parties to this Collective Agreement agree to establish within 60 days of ratification of this agreement, an Employee Management Advisory Committee or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the employer.

2. Expiry

This Letter of Understanding will expire on July 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: Sept 5/2023

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: FLEXIBLE SPENDING ACCOUNT

1. A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 18 of the Collective Agreement.

2. Calculation

The FSA will be calculated as follows:

Effective January 1st, 2023, the sum of eighteen hundred dollars (\$1800) shall be allocated to each eligible Employee.

Effective January 1, 2024, and each subsequent year, the sum of two thousand dollars (\$2000) shall be allocated to each eligible Employee.

3. Utilization

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals, books, publications, software or hardware.
- (b) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 18.01 of the Collective Agreement.
- (c) Contribution to a Registered Retirement Savings Plan administered by the employee.

- (d) Wellness expenses which may include, but are not limited to, such expenditures such as fitness center memberships and fitness equipment.
- Family care including day care and elder care. (e)

4. Allocation

- By December 1st (allocation date) of each year, employees who are eligible (a) for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- Any unused allocation in an employee's FSA as of December 31st of each (b) calendar year may be carried forward for a maximum of one (1) calendar vear.
- (c) Reimbursement will be provided by the employer upon submission of an original receipt.

5. Implementation

- (a) Where the ECAA is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to HSAA.
- (b) Where ECAA chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to HSAA.
- The FSA shall be implemented and administered in accordance with the (c) Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

This letter of understanding will expire on July 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: Sept 5/2023

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called "ECAA")

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called "HSAA")

RE: MOBILITY

- 1. Temporary Assignments
 - (a) The employer may assign employees to work at another station to stations for the purposes of training, orientation, meetings, emergencies, and general operational requirements, on an intermittent basis. Employees required to travel between stations due to temporary assignments will be reimbursed for travel expenses in accordance with Article 30 (Duty Incurred Expenses) of the Collective Agreement for the distance between the station to which they have been moved and the statin to which they were originally assigned.
 - (b) In circumstance, where the employer is required does not have advance notice of the requirements to temporarily assign staff to other station, the employer retains the right to select the most appropriate individual to be assigned.
 - (c) The employer will endeavor to make assignments from among employees who have stated a willingness to work shift at other stations provided that operational efficiency is not in any way compromised.

This letter of understanding will expire on July 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER OF

ON BEHALF OF THE UNION

K.H. Charl

DATE: Sept 5/2023

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called ECAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called HSAA)

RE: DUTY TO ACCOMMODATE

WHEREAS the Parties agree in order to facilitate the multi-party duty to accommodate, the Parties agree as follows:

- The Parties acknowledge they share the responsibility for the duty to accommodate employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.
- 2. The Employer shall provide the Union with a copy of an employee's request for accommodation within three (3) working days of receipt of the form.
- 3. Once the Employer has received the employee's request for accommodation, they will meet with the Employee without undue delay to develop a plan. The Union may be present if requested by either party.
- 4. All Parties involved will respect the right to privacy of the employee seeking the accommodation, communicating only information that is pertinent to the accommodation process to those involved in the accommodation.

This Letter of Understanding will expire on July 31, 2025 or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

BETWEEN

EAST CENTRAL AMBULANCE ASSOCIATION

(hereinafter called ECAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter called HSAA)

RE: RETENTION PAYMENT

WHEREAS the Parties agree that retention of long-term Employees is desirable.

NOW THEREFORE THE Parties agree as follows:

- 1. Upon the Employees fifth (5th) anniversary the Employee shall be entitled to a fifteen hundred dollars (\$1500) retention payment.
- 2. The payment shall be paid to the Employee within two (2) pay periods from the Employee's anniversary date.
- The retention payment is considered a taxable income. The payment is not part of insurable income for benefit purposes, and shall not be considered pension-eligible earnings.

This letter of understanding will expire on July 31, 2025, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE UNION

DATE: September 5, 2023

DATE: September 5, 2023

SALARIES APPENDIX

Primary Care Paramedic	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2020 (0%)	\$27.08	\$28.31	\$29.54	\$30.78	\$32.01	\$33.21	\$34.40
October 1, 2021 (1%)	\$27.35	\$28.59	\$29.84	\$31.09	\$32.33	\$33.54	\$34.74
September 1, 2022 (1.25%)	\$27.69	\$28.95	\$30.21	\$31.48	\$32.73	\$33.96	\$35.17
April 1, 2023 (2%)	\$28.24	\$29.53	\$30.81	\$32.11	\$33.38	\$34.64	\$35.87
April 1, 2024 (me-too)	me-too with AHS/HSAA						
April 1, 2025 (me too)	me-too with AHS/HSAA						

NOTE: The Salary Schedule shall remain the same, contingent upon any changes to the AHS/HSAA Collective Agreement wage changes. There shall be no changes to wages less than zero percent (0%).

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

ON BEHALF OF THE EMPLOYER:	ON BEHALF OF THE UNION:
Luca Glasin	MA
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Lelegidele	
Sandy Shipton	
Contract of the second	47
R. B. Elhand	
DATE: 108 5/2023	DATE: September 5, 2023