

COLLECTIVE AGREEMENT

Between

**Associated Ambulance and Services
(Whitecourt) Ltd.**

&

**The Canadian Union of Public Employees
Local 4351**

**Breton, Drayton Valley, Lac La Biche, Smoky Lake,
Sylvan Lake, Thorhild, Vilna, Mayerthorpe and
Westlock**

CUPE / Canadian Union
of Public Employees

April 1, 2021 – March 31, 2022



Canadian Office & Professional Employees
Local #491

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ARTICLE 1 – AMENDMENT AND TERMINATION

- 1.01 The duration of this Agreement shall be for the period from April 1, 2021 to March 31, 2022.
- 1.02 This Agreement shall take effect on the date of ratification and shall continue in force and effect beyond the expiration date from year to year thereafter, unless notification of desire to amend the Agreement is given in writing by either party, not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. Negotiations shall commence within forty-five (45) days of receipt of written notice, subject to the provisions of the Labour Relations Code. The existing Agreement shall remain in force and effect until the expiration date of this Agreement has passed and the Union has issued a notice to strike, or the Employer has issued a notice of lockout, in accordance with the provisions of the Labour Relations Code, or until a new Agreement has been concluded by the parties.
- 1.03 Changes to this Agreement, agreed upon by the parties hereto, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement. Such changes shall form part of the Agreement and are subject to the grievance and arbitration procedure, Article 26.
- 1.04 The Employer shall supply to each Employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new Employees within the Unit shall be supplied with a copy of this Agreement when they are hired. The Employer and the Union shall share equally the cost of reproducing this agreement.

ARTICLE 2 - PREAMBLE

- 2.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the Employees in the bargaining unit, and to set forth certain terms and conditions of employment relating to hours of work, Employee benefits, wages and working conditions.
- 2.02 The Parties to this Agreement agree that the primary purpose of the Employer is to provide the community with efficient, competent pre-hospital care, it is the intent of the parties to reasonably:
 - a) Ensure the provisions of the best possible service and care;
 - b) Protect the interest of patients, employees and the community;
 - c) Maintain harmonious relations between the Employer and the Union;
 - d) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

ARTICLE 3 - SCOPE

- 3.01 This Agreement shall apply to all Employees employed by the Employer whose bargaining rights are held by the Canadian Union of Public Employees, Local 4351 under the appropriate certificates – 174-2014 and 129-2017 (added Mayerthorpe November 21, 2017), issued by the Labour Relations Board of Alberta as may be amended from time to time.
- 3.02 If the Employer creates a new classification, which falls within the scope of this Agreement, which is not included in Salary Appendix "A" of this Agreement, it shall establish a salary structure and give written notice to the Union of the salary structure for the new classification.
- 3.03 If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as established and shall be deemed to be included in Salary Appendix "A".
- 3.04 If the Union objects to the salary structure established by the Employer within thirty (30) calendar days of receipt of the notice from the Employer, and by negotiation succeeds in revising it, the salary structure shall be effective retroactive to the date the Employee commenced work in the new classification.
- 3.05 Failing resolution of the matter by negotiation, and within a further thirty (30) calendar days of receipt of the notice from the Employer, the matter shall be resolved through the Grievance and Arbitration Procedure, Article 26 commencing at Step 3 of the process.
- 3.06 The final salary structure as determined by a mediator or single arbitrator shall be retroactive to the date the Employee commenced work in the new classification.

ARTICLE 4 – DEFINITIONS – *see LOU#4*

- 4.01 "Calendar Year" shall mean a period of twelve (12) calendar months, commencing January 1 to December 31.
- 4.02 "Casual Employee" shall mean an Employee who works on a relief, call-in or casually scheduled basis.
 - a) The provisions of this Agreement shall apply to casual Employees, with the exception of the following provisions:
 - i.) Articles 12.04-12.06, 16, 17, 18, 20, 28, 32 and 35.
- 4.03 "Days Off" shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the Employee's regularly scheduled hours of work.
- 4.04 "Employee" shall mean an individual who comes within the scope of this Agreement.
- 4.05 "Employer" shall mean the Associated Ambulance and Services (Whitecourt) Ltd.

- 4.06 "Immediate Family" shall mean child or ward, parent, brother, sister, husband, wife (including common-law spouse as defined under the Income Tax Act), grandparent, grandchild, fiancé, mother-in-law, father-in-law and grandparent of current spouse.
- 4.07 "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 12.02 and Article 12.03.
- 4.08 "On-Call Duty" shall mean the assigned period during which an Employee is not on regular duty, but is on call and shall be able and available to provide an immediate response without delay to any request to return to duty. Such hours shall not be considered regular hours of work for the purpose of any provision of this Agreement or the provisions of the Employment Standards Code and its Regulations as may be amended from time to time.
- 4.09 "Part-time Employee" is one who is regularly scheduled for less than the full specified hours in Article 12.02 and Article 12.03.
- 4.10 "Permanent Employee" shall mean an Employee who has completed the probationary period in accordance with Article 14.01 and occupies an established position in which the Employee is required to work on a full-time or part-time basis and is regularly scheduled in accordance with Article 12.
- 4.11 "Position" shall mean a specific set of duties and conditions, as described in a job description, and developed for the purpose of assignment to an incumbent.
- 4.12 "Probationary Employee" shall mean one who is filling a position and is serving a required probationary period in accordance with Article 14.01.
- 4.13 Temporary and Term Employees
- a) "Temporary Employee" shall mean an Employee who is hired for a predetermined period of time or a predetermined task, or is engaged for relief, not to exceed three (3) months in duration, without prior notification being given to the Union. The provisions of this Agreement shall apply to term Employees with the exception of Articles 12.4, 12.5, 12.6, 16, 17 and 18.
- Articles 20, 28 and 35 shall only apply if a term Employee has a contract renewed or extended past 6 months.
- b) "Term Employee" shall mean an Employee who is hired for a period of time greater than three (3) months but less than eighteen months, except where extended by mutual agreement between the Employer and the Union.
- 4.14 "Registered" shall mean Employees registered under the Alberta College of Paramedics (ACoP).
- 4.15 "Regular Hourly Rate of Pay" shall mean the hourly rate of pay assigned to an incumbent of a position within the pay range in Salary Appendix "A" of this Agreement.

- 4.16 a) "Shift" shall mean a 24 hour period, including regular hours of work in accordance with Article 12.02 and on-call duty in accordance with Article 12.03 and excludes overtime hours.
- b) "Tour" shall mean the regular shift rotation.
- 4.17 "Trial Term" shall mean the initial period of employment served in another position upon promotion, transfer or demotion in order to determine the suitability of the Employee in the position in accordance with Article 14.02.
- 4.18 Unless otherwise indicated, masculine shall be deemed to include the feminine and all words in the singular shall include the plural, and vice versa.
- 4.19 Supervisors in their role are considered to be within the bargaining unit because they have no ability to hire, fire or discipline any staff within the bargaining unit.
- 4.20 a) "Active Duty" shall mean the hours that an Employee is required by the Employer to be at the station or site, or is dispatched or in the act of responding to, caring for, transporting a patient, or performing duties as required by the Employer.
- b) "Active Duty" does not include:
- i) when an Employee chooses to stay at the station or site to utilize the Employer provided accommodation; and/or
 - ii) when an Employee is 'on-call'.
- 4.21 a) "Emergency Medical Responder" (EMR) means a registered member who is registered in the Emergency Responder area of practice, pursuant to the Health Professions Act and relevant Regulations.
- b) "Primary Care Paramedic" (PCP) means a registered member who is registered in the Emergency Medical Technician - Ambulance area of practice, pursuant to the Health Professions Act and relevant Regulations.
- c) "Advance Care Paramedic" (ACP) means a registered member who is registered in the Emergency Medical Technologist - Paramedic area of practice, pursuant to the Health Professions Act and relevant Regulations.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union recognizes and agrees that it is the exclusive right of the Employer to exercise all of the usual and customary rights of Management. Such Management rights include the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, layoff, transfer, classify, promote or demote any Employees. The question of whether any of these rights are limited by this Agreement shall be decided through the grievance procedure, or

where there is mutual agreement may become an issue for discussion by the Joint Liaison Committee.

- 5.02 All matters not specifically dealt with in this Agreement are the exclusive right and responsibility of the Employer.

ARTICLE 6 – NO STRIKE OR LOCKOUT

- 6.01 There shall be no strike or work slow down by Employees or lockout by the Employer during the term of this Agreement.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer recognizes the Union through its accredited officers and representatives as the exclusive agent for those Employees covered by this Agreement for the purpose of collective bargaining. The Employer shall not enter into any agreement with any individual Employee or group of Employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.
- 7.02 Other Employees not covered under the terms and conditions of this agreement shall not work on a job which is included in the bargaining unit except for any of the following purposes:
- a) instruction and training;
 - b) when members of the bargaining unit are not available to do the work;
 - c) fatigue management relief.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 There shall be no discrimination by either party against any Employee because of his being or not being a member of the Union or for his activities within the Union.
- 8.02 The Employer or the Union shall not at any time discriminate against any Employee by reason of creed, religion, ancestry, place of origin, nationality, political beliefs, gender, gender identity or expression, sexual orientation, age, mental or physical disability, source of income, family or marital status or because of their connection with trade union organizations as set out in the applicable legislation of Alberta and Canada.

ARTICLE 9 – UNION AND EMPLOYER REPRESENTATION

- 9.01 The Employer shall provide to the Union a list of all management personnel within thirty (30) days from the effective date of this Collective Agreement and changes as they occur.
- 9.02 The Union shall inform the Employer in writing of its officers and any other persons who are authorized representatives of the Union within thirty (30) days from the effective date of this Collective Agreement and changes as they occur.
- 9.03 The Union shall provide the authorized Employer representative with an up-to-date list of Union Officers appointed to the Union Local including the name of the National Representative within 30 days. Recognition of the Union will not be given by the Employer unless this requirement is met.
- 9.04 Copies of all correspondence between the parties, (except as otherwise stated) arising out of this Agreement, or incidental thereto, shall pass to and from the designated and authorized representative of the Employer and the Union.

ARTICLE 10 – UNION OFFICERS/UNION BUSINESS

- 10.01 Time off from work without loss of regular earnings, benefits or seniority may be granted to a maximum of two (2) members of the bargaining unit, (one of whom shall be the Union Executive), for time spent in discussing disciplinary actions or grievances with the Employer and as outlined in the Grievance and Arbitration Procedure, Article 26.

Insofar as the operation of the ambulance services permits, the Employer shall grant time off without loss of regular earnings for up to two (2) members of the bargaining unit to participate in collective bargaining with the Employer, one of whom shall be the Union Executive or designate.

- 10.02 It is agreed that the Union Executive is employed to perform work for the Employer, and that he/she will not leave work during working hours without first obtaining permission from the Operations Manager.
- 10.03 An Employee initiating a grievance shall not leave work during working hours unless permission has been granted by the Operations Manager.
- 10.04 An Employee or the Local Union shall have the right to have the assistance of a C.U.P.E. National Representative when dealing with or negotiating with the Employer provided the unavailability of such representative does not unduly delay the process.
- 10.05 No Union activity shall take place on Employer work sites during working hours without prior permission being granted in each case by the authorized Employer representative.
- 10.06 Insofar as the operation of the ambulance service permits, an Employee elected or appointed to represent the Union at conventions, seminars, or training sessions may be granted leave of absence without pay on provision of a written request two (2) weeks in advance to the Operations Manager.

ARTICLE 11 – CHECK OFF OF UNION DUES

- 11.01 The Employer agrees to deduct from Employees in the bargaining unit, an amount equal to the monthly dues, and in a manner which is in keeping with the payroll system in effect.
- 11.02 Deductions shall be forwarded to the National Secretary Treasurer of the Union in Ottawa accompanied by a list of names of those Employees from whom wage deductions have been made including the amount of regular wages paid and the amount of dues deducted.
- The Employer shall provide the Union with the phone numbers and addresses of current Employees once a year to the extent available to the Employer.
- 11.03 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be provided at least thirty (30) days prior to the effective date of the change.
- 11.04 Income tax (T-4) slips provided to Employees shall indicate the amount of Union dues paid by each Employee in the previous year.

ARTICLE 12 - HOURS OF WORK, SHIFTS, EXTRA DUTY TIME AND COURT TIME *see LOU#4*

- 12.01 The Employer reserves the Management right to establish shifts for Employees within the bargaining unit.
- 12.02 Regular hours of work, inclusive of meal periods, shall be:
- a) four (4) days comprised of a twenty-four (24) period consisting of a minimum of one (1) core duty hour and nine (9) flex hours, plus fourteen (14) on-call hours for each twenty-four (24) hour period.
 - b) Employees are compensated for ten (10) hours at the basic rate of pay (Appendix A) plus fourteen (14) hours of on-call, subject to Article 12.03.
- 12.03 On-Call
- a) All hours spent on-call will be compensated at a rate of three dollars and fifty cents (\$3.50) per hour.
 - b) When called back to duty while on call, the on-call premium shall cease and the Employee is paid call-back pay. The on-call premium will resume when the call-back ceases and the Employee returns to on-call status.
- 12.04 Shift Schedules
- a) Shift schedule shall be posted in EMS Manager not less than fourteen (14) calendar days in advance. It is agreed that Operations will make every attempt to provide adequate notice of shift changes.

- b) Employees shall be permitted to exchange shifts amongst themselves. Such exchange shall not be deemed to be a violation of any provision of this Agreement where it is done as follows:
 - i) the exchange is agreed to between the affected Employees through EMS Manager;
 - ii) approval of the shift exchange has been granted by the Employer;
 - iii) approval for exchanges shall not be unreasonably withheld where they create no additional cost to the Employer; and there are no safety concerns;
 - iv) exchanged shifts must be recorded on the shift schedule.

12.05 Extra Shifts

Where an Employee is asked to work extra shifts or extra hours with less than twenty-four (24) hours' notice, the Employee shall be paid two times (2X) their regular hourly rate of pay.

12.06 Voluntary Extra Duty Time On Days Off

Notwithstanding Article 12.05, Employees may request or opt for extra duties. Where the Employer authorizes the assignment of such extra duty time it shall be on the Employee's regularly scheduled days off and pay for said duty shall be at the Employee's regular hourly rate of pay as per Salary Appendix "A". Such hours shall not be included for purpose of calculating overtime.

12.07 Court Time

When an Employee, as a result of his duties, is summoned or subpoenaed as a witness or a defendant to appear in court or other legal proceedings (excluding labour arbitration), during his regular hours of work, he shall not suffer loss of pay as a result of such appearance. When an Employee is required to appear as a witness or a defendant during his days off, as a result of his duties, he shall be paid at the regular hourly rate of pay for hours of attendance for a minimum of two (2) hours. Such hours will not be included for the purpose of calculating overtime.

12.08 Active Duty Limits

- a) The Employer shall endeavor to ensure that employees do not work more than fourteen (14) hours of Active Duty in a 24-hour period, except in case of emergency. If an Employee is required to work more than fourteen (14) hours of Active Duty in a 24-hour period, they will be entitled to eight (8) consecutive hours of rest prior to return to duty without loss of earnings. If there are no bargaining unit members available, the Employee may be required to return to work.
- b) "Active Duty" shall mean the hours that an Employee is required by the Employer to be at the station or site, or is dispatched or in the act of responding to, caring for, transporting a patient, or performing duties as required by the Employer.

- c) Active Duty” does not include:
 - i) when an Employee chooses to stay at the station or site to utilize the Employer provided accommodation; and/or
 - ii) when an Employee is ‘on-call’

ARTICLE 13 – OVERTIME, CALL BACKS, STATUTORY HOLIDAY *see LOU#4*

13.01 Overtime is all time worked and authorized by the Employer:

- a) Call-backs are defined as when an Employee who is on-call and called back to duty in excess of 10 hours of active duty in the shift would be paid at overtime rate for a minimum of two (2) hours or all actual hours worked whichever is greater. All duties including additional calls are included in the call-back until released. Where the call-back is less than two hours and you are released and recalled within the two hours, the time continues from the initial call back.
- b) overtime shall be paid at two times (2x) the Employee's regular hourly rate of pay in accordance with Salary Appendix “A”;
- c) on-call hours, as per Article 12.03, shall not be included for the purpose of calculating overtime; and

13.02 Employees shall receive the following:

If the Employee is required to work on a statutory holiday and is eligible in accordance with Article 21.04, he shall receive three times (3x) his regular hourly rate of pay for all hours worked on the statutory holiday. This includes the Stat Pay for the day plus the overtime rate for hours worked.

ARTICLE 14 – EMPLOYMENT

14.01 Probation

- a) A Full-time, Part-Time or Temporary Employee shall serve a probationary period equivalent to six (6) months of regular hours of work. The probationary period will be automatically extended for any leaves of absence in excess of thirty (30) days.
- b) A Casual Employee who attains a regular position shall be credited with their actual hours worked to a maximum of three (3) months, exclusive of overtime, toward the completion of the probationary period.
- c) If a new Employee is unsatisfactory in the good faith opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- d) Notwithstanding Article 14.01 (a), the probationary period may be extended by mutual agreement in writing between the Employer and the Union. A probationary

period shall not be extended more than once. During the extended period the Employee shall be given feedback monthly regarding his/her performance, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, he/she may be terminated without notice and without recourse to the grievance procedure.

- e) If after fair review, the Employee's performance is found to be unsatisfactory, he/she will be provided with written reasons of the concerns and the corrective actions required.
- f) If a written evaluation is not provided prior to the completion of the probationary period, the probation shall be deemed to have been successful.

14.02 Reversion Period for Out of Scope Work Assignments

- a) An Employee promoted to a position with the Employer but beyond the scope of this Agreement, shall have a reversion period of three (3) months, which can be extended for up to six (6) months for extenuating circumstances, by agreement between the Union and the Employer.
- b) During this period, the Employee shall retain and accrue seniority, but shall be considered outside of the bargaining unit and not subject to the terms of this Agreement.
- c) At the conclusion of the period specified in Article 14.02 a), the Employer shall, where possible, place the Employee in his former position (without posting, and without any contravention of the posting provisions in Article 15) at his former regular hourly rate of pay.

If such placement is not possible, the Employer shall place the Employee in another suitable position (without posting and without any contravention of the posting provisions in Article 15) at not less than a regular hourly rate of pay equivalent to that of the position which he held prior to the out-of-scope placement.

ARTICLE 15 – JOB OPENINGS, POSTINGS AND FILLING POSITIONS

15.01 Postings

- a) The Employer shall post all vacancies in a manner that is accessible to all Employees for not less than eight (8) calendar days.
- b) When circumstances require the Employer to fill a vacancy before the expiration of eight (8) calendar days, the appointment shall always be made on a relief basis only.
- c) Subject to Article 15.04 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- d) The notice of posting referred to in Article 15.01 (a) shall contain the following information:

- i) duties of the position
 - ii) qualifications required
 - iii) hours of work
 - iv) station location
 - v) status of position, and expected term if a temporary position
 - e) The Employer shall forward to the Union copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 15.01 (a) within three (3) calendar days of the posting.
 - f) The name of the successful applicant shall be given to the Union in writing within three (3) calendar days of the appointment.
- 15.02 All applications for transfer or promotion shall be made in writing to the Employer in accordance with established practices.
- 15.03 Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of the appointment.
- 15.04 In making promotions and filling vacancies, Seniority within the Bargaining Unit shall be the determining factor providing that the following conditions are met:
- a) the applicant has an employment record free of any discipline and;
 - b) has an acceptable attendance record as per the employer policy; and
 - c) has all the required and mandatory clinical competencies related to the position; and
 - d) has an acceptable driving record as per the employer policy; and
 - e) the applicant's performance for the previous 12 months has been adjudged satisfactory by the Employer
- 15.05 Upon request, the Employer shall provide unsuccessful candidates the reasons why they were not successful.
- 15.06 a) All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period equivalent to three (3) months of regular hours of work in which to demonstrate his ability to perform the duties of the new position to the satisfaction of the Employer. Notwithstanding the posting provisions described in Article 15, should such Employee fail to succeed during this trial period, or choose to leave the new position, the Employer will reinstate the Employee in his former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position within the Bargaining

Unit, unless mutually agreed without loss of seniority and at a rate of pay equivalent to that of his former position.

- b) When a permanent Full-time Employee is awarded a permanent full-time position in another station, the vacant position shall be posted as a Temporary-to-Permanent position, for three (3) months, to provide the ability of the vacating Employee to revert to their original position during the trial period, in accordance with Article 15.06(a). Should the vacating Employee not return to the original position within the Trial period, then the Employee in the Temporary-to-Permanent position will have the right to accept the position as a permanent position without further posting.
- 15.07 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than his current rate or to the step which is next higher again, if such salary increase is less than the Employee's next normal increment on the former salary scale, with a minimum move to Step 1. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, his salary shall be advanced to that step in the scale which is next higher than his current rate or, if such salary increase is less than the Employee's last normal annual increase, he shall be advanced to the step which is next higher again in the scale.
- 15.08 An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of a promotion.
- 15.09 When, because of inability to perform the functions of a position, or because of ill health or by request, an Employee is transferred to a lower-rated classification, his rate will be adjusted immediately to that step in the scale where he would have been positioned had he been retained in the lower-rated classification from commencement of employment.
- 15.10 Temporary positions
- a) When an Employee accepts a Temporary position, he will be eligible to return to his former position upon completion of the term appointment.
 - b) Temporary positions may end before their initial anticipated ending date. In such case, the incumbent will be eligible to return to his former position upon completion of the term appointment.
 - c) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
 - d) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the Employee and the Employer.
 - e) Where a full-time or casual Employee is in a Temporary position for twelve (12) months or greater and should this position become permanent, the permanent position shall be offered to the current incumbent without requirements under Article 15.01. If the incumbent refuses the position, it shall be posted and the incumbent shall return to his former position.

- 15.11 Notwithstanding Article 15.06, permanent Employees who move to a different permanent position through a posting process must remain a minimum of twelve (12) months in their new permanent position before they are eligible for a subsequent lateral transfer into another position within the Bargaining Unit, unless otherwise mutually agreed. An Employee may still apply for a lateral transfer but will only be considered if no qualified applicants were identified through the initial posting.
- 15.12 Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, she shall be reinstated to casual.
- 15.13 Where a casual ACP accepts a Temporary position, he shall be put on the appropriate step of the ACP salary scale in accordance with Appendix "A" for the duration of the temporary position with the understanding that the appropriate step may be less than the casual ACP hourly rate.

ARTICLE 16 – SENIORITY

- 16.01 a) An Employee shall only acquire seniority upon the successful completion of the required probationary period. Once a permanent position at a CUPE station is achieved, CUPE seniority will be recognized and listed in order by the last continuous date of hire in a permanent position with the Employer. Date of hire means the first day an Employee attains their last permanent status plus all previous hours worked as an Employee. and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.
- b) For the purposes of vacation time selection where more than one Employee at a base/station request the same vacation period, filling vacancies, and where no casuals are available, bidding for extra shifts that are not short-notice where more than one Employee from the same station is bidding for the extra shift – seniority will be recognized. The noted selections within a CUPE base will be made in the following order of priority, where applicable:
1. Within the affected base first,
 2. Then other CUPE bases – based on company-wide seniority.
- 16.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 16.03 Loss of Seniority

An Employee shall not lose seniority if he is absent from work because of sickness, injury or leave approved by the Employer. Service with the Employer shall be broken and all seniority lost if an Employee:

- a) voluntarily quits or resigns from employment with the Employer;
- b) has his employment terminated or is discharged for just cause;
- c) is laid off work and the layoff is in excess of one (1) year;
- d) fails to return to work within seven (7) calendar days after being recalled to work following a layoff;
- e) fails to report for work after leave of absence without having a reason acceptable to the Employer;
- f) fails to report for duty without having notified his immediate supervisor unless in the opinion of the Employer, acting in good faith, proof is subsequently produced that emergency circumstances made it impossible for the Employee to contact their supervisor.
- g) Previous CUPE seniority will not be recognized for the purposes of 16.01(b) while working in a non-CUPE station and no longer holding a permanent position at a CUPE station.

16.04 Seniority will not accrue until the Employee returns to work during:

- a) Periods of lay-off
- b) Worker's Compensation in excess of ninety (90) days
- c) Periods when the Employee is on long term disability
- d) An Employer approved unpaid leave of absence in excess of thirty (30) days

ARTICLE 17 – LAYOFF AND RECALL

17.01 Notice of Lay-off

Permanent Employees shall receive fourteen (14) days working notice or pay in lieu of lay-off notice.

17.02 Recall

- a) In the event of a recall and where the Employer is unable to contact the Employee in person or by phone, recall shall be deemed to have been carried out seven (7) calendar days after the posting of a registered letter to the last known address of the Employee according to the Employer's records.

- b) An Employee who does not return to work as required, and within seven (7) calendar days of being recalled in accordance with Article 17.02 a), shall be considered as having terminated his/her services with the Employer. Employees shall be recalled in the inverse order of their seniority (those laid off last shall be recalled first), providing that as determined by the Employer they have the necessary knowledge, abilities, and skills to perform the work. New Employees shall not be hired until Employees on lay-off have been given an opportunity to return to work.
- c) Employees may remain on the recall list for no more than twelve (12) months.

17.03 In the event of a lay-off, the Employer will consider which Employees have the required knowledge, abilities, and skills to perform the remaining work. Where, in the opinion of the Employer, these factors are deemed to be relatively equal, seniority will be the determining factor.

17.04 When an Employee receives a layoff notice, the Employee shall receive the option of being placed on a recall list or accepting severance pay at a rate of one (1) week pay for each year of service to a maximum of twenty (20) weeks' pay. At the time of notice, an Employee may, within sixty (60) days, choose to be on the recall list or to be paid the severance pay and terminate their rights to recall when the layoff occurs.

ARTICLE 18 - TERMINATION

18.01 In the event that the work force is to be permanently reduced, Employees will be terminated in accordance with the minimum standard provisions of the Alberta Employment Standards Code as may be amended from time to time.

ARTICLE 19 – LEAVE OF ABSENCE

Effective January 1, 2018, changes to legislation in Alberta has provided for several new unpaid leaves such as but not limited to, bereavement leave (up to 3 days unpaid annually), 10 personal and family responsibility leave (5 days unpaid annually), critical illness of a child (36 weeks unpaid) or death or disappearance of a child 52 weeks up to 104 weeks unpaid) that can be found under the Employment Standards Code. If the leave provisions you require cannot be found within your Collective Agreement, please refer to the Employment Standards Code.

Where any legislative changes have become a higher standard than the current Collective Agreement, the higher standard will be recognized.

19.01 Maternity and Parental Leave

Maternity and Parental leave shall be provided in accordance with the minimum standards provisions under the Employment Standards Code as may be amended from time to time.

19.02 Bereavement Leave / Compassionate Leave

- a) Bereavement Leave to a maximum duration of one (1) tour to be taken within fourteen (14) days from the date of death shall be granted in the event of the death a member of the Employee's family with pay for regular hours of work and paid at the regular hourly rate of pay.
- b) In addition to Article 4.06, family shall also be deemed to include step-parent, step-children, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, and legal guardian.
- c) Where the death of a relative or friend who is not immediate family occurs, the Employer may grant time off without pay to attend the funeral service.
- d) Employees shall be granted an unpaid leave of absence of up to eight (8) weeks to care for a seriously ill family member. An Employee on an approved leave of absence under this Article, who is enrolled in the Employee Benefits Program pursuant to Article 28, shall have the option to remain enrolled in the Benefits Program with the understanding that he is responsible for the pre-payment of the Employee portions of the benefit premiums for the duration of the approved leave of absence.

19.03 Leave of Absence without Pay

A leave of absence without pay may be granted at the discretion of the Employer. All applications for leave must be in writing and presented to the Employer at least four (4) weeks prior to the anticipated date of commencement of the leave. Applications shall indicate the date of departure on leave and the date of return. The Employee shall not work for gain during the period of leave of absence, except with the expressed consent of the Employer.

19.04 General Rules Covering All Leaves of Absence

All applications for leave of absence shall be made in writing. Each application shall indicate the desired dates for the commencement and conclusion of the leave of absence and the reasons for the leave. Employees shall not be eligible for a leave of absence unless prior authorization has been received from the Employer. An Employee who has been granted a leave of absence of any kind and who overstays the leave without authorization shall be considered terminated.

Return to work date must be confirmed with the employer at least four (4) weeks in advance for scheduling purposes.

19.05 Leave of Absence in Excess of Thirty (30) Days

In the case of unpaid leaves of absence in excess of thirty (30) calendar days, Employees shall cease to earn sick leave and vacation credits from the commencement of such leaves. Upon return from such leave, seniority and sick leave credits earned prior to such leave shall be credited back to the Employee.

Employees granted a leave of absence for a period in excess of thirty (30) calendar days shall make the necessary arrangements to prepay both the Employee's and the Employer's share of all contributory benefit plans.

Employees must advise of their intent to keep their benefits at the time of application for leave.

ARTICLE 20 – SICK LEAVE

- 20.01 a) Sick leave is provided by the Employer 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) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 20.02 When a Permanent Employee (including temporary and term positions) has completed his probationary period he shall be allowed a credit for sick leave computed from the date of employment at the following rates:
- ten (10) hours for each full month of employment up to a maximum credit of one hundred and twenty (120) hours for Employees working a schedule of one thousand eight hundred and twenty-five (1825) annual paid hours; or
 - twelve (12) hours for each full month of employment up to a maximum credit of one hundred and forty four (144) hours for Employees working a schedule of two thousand one hundred and ninety (2190) annual paid hours
- 20.03 When a Permanent Employee (including temporary and term positions) is granted sick leave, he shall be paid for the period of such leave at his basic rate of pay, and the number of hours thus paid shall be deducted from his accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 20.04 Subject to the requirements of the benefit provider, the eligibility for Short Term Disability Benefits will be no less than (5) five calendar days.
- 20.05 In the event that a Short Term Disability claim is denied despite the sick leave being supported by a Physician, the Employee shall be entitled to utilize any accumulated sick time for up to the maximum available within the Employee's sick bank as per Article 20.02.
- 20.06 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine for valid reasons. The Employer shall be responsible to reimburse the cost of obtaining proof of illness except in cases when the Employee is absent due to illness for (4) four consecutive scheduled days or more, or when the Employee is unable to return to work following annual vacation or an approved Leave of Absence.
- 20.07 When an Employee has accrued the maximum sick leave credit, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time, he shall recommence accumulating sick leave credits.

- 20.08 a) Sick leave pay shall not be granted during any unpaid leave of absence, or for any period for which the Employee is entitled to short or long term disability coverage.
- b) Notwithstanding the provisions of Article 20.08 (a), should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to hospital as an "in patient," during the course of his vacation, he shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided he notifies his Employer upon return from vacation and provides satisfactory proof of his hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- c) Should an Employee become eligible for short term or long term disability benefit and such leave encroaches upon the Employee's scheduled vacation, the Employee's vacation shall be rescheduled at a later mutually agreeable time.
- 20.09 Upon termination of employment or transfer to casual status, all sick leave credits shall be cancelled and no payment shall be due.
- 20.10 Sick leave credits shall not accrue during periods of illness, injury, and/or unpaid leaves of absence in excess of thirty (30) days.
- 20.11 a) Employees are encouraged to schedule routine personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization at least twenty-four (24) hours in advance of the appointment. Such request shall be granted when operationally feasible. Such absence shall be charged against his accumulated special leave credits.
- b) When an Employee must attend a non-routine, unforeseen and emergent qualifying appointment which include dental, chiropractic, or medical appointments which can't be booked on personal time, the Employee shall endeavor to obtain prior authorization at least twenty-four (24) hours in advance of the appointment. Requests for authorization to attend a qualifying appointment less than twenty-four (24) hours' notice shall not be unreasonably denied.
- c) Such absence shall be neither charged against his accumulated sick leave, nor shall he suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against his accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 20.12 Employees shall be able to use up to one half (1/2) of their available sick leave credits for Special Leave, up to a maximum of
- sixty (60) hours in a calendar year for those working 1825 annual hours.
 - Seventy-two (72) hours in a calendar year for those working 2190 annual hours.
 - Under extenuating circumstances, Employees may be permitted to use the totality of their current sick leave credits.
- 20.13 Special Leave

- a) Further to 20.12 above, access to Special Leave shall apply when an Employee is unable to report to work as a result of:
 - i) illness or appointments for anyone that the Employee is considered to be in a caregiver role of; or
 - ii) unanticipated or emergent circumstances, not foreseeable by or beyond the control of the Employee
- b) In these circumstances, the Employer shall approve Special Leave requests to the extent that operational requirements permit.
- c) Such requests shall not be unreasonably denied. Where approval is denied, the Employer will respond in writing and reasons shall be given.
- d) Any request for leave that exceed what is available in the Employee sick bank shall be subject to the provisions of Article 19.03 and 19.04.
- e) Special Leave shall not be used for time off due to illness or workplace injuries and will not be permitted for the extension of time off.
- f) Special Leave is granted only for full days.
- g) Except in extenuating circumstances, use of Special Leave is limited to one shift per occurrence.

ARTICLE 21 – STATUTORY HOLIDAYS AND ENTITLEMENT *see LOU#4*

21.01 Statutory Holidays

All Employees in the bargaining unit shall be entitled to the following statutory holidays:

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

and any other day proclaimed as a holiday by the Employer, and any other day which is designated as a statutory holiday legally binding on the Employer by the Provincial government.

- 21.02 Employees in the bargaining unit shall receive the recognized statutory holiday pay for regular hours of work and paid at the regular hourly rate of pay providing they work in accordance with their regular hours of work preceding and following the designated day for observance of the holiday. Employees who work the statutory holiday will receive their pay plus their statutory holiday pay combined as per Article 13.

- 21.03 Where the majority of an Employee's shift falls on a statutory holiday, the entire shift will be paid as a statutory holiday.
- 21.04 Employees who 'dump' their scheduled shift that was on the statutory holiday will not be eligible for the stat, however shift exchanges are eligible for stat pay.
- 21.05 Casuals will be paid for statutory holidays in accordance with Employment Standards regulations.
- 21.06 In addition to the named holidays in Article 21.01, each full-time Employee shall have one (1) Floater Day that may be utilized as a day in lieu. The Floater Day will be made available January 1st of each year and if not used will be paid out after December 31 of that same year.

ARTICLE 22 – VACATIONS – See LOU #3

- 22.01 Full-time Employees shall receive an annual vacation with pay for regular hours of work and paid at the regular hourly rate of pay (excluding on-call premium pay) in accordance with his years of employment as follows:

For Employees who work 1825 hours annually

- Completed Years 1 and 2 – ten (10) shifts (equivalent to 100 hours)
- Completed Years 3 and 4 – twelve (12) shifts (equivalent to 120 hours)
- Completed Years 5 and 6 – fifteen (15) shifts (equivalent to 150 hours)
- Completed Years 7 through 9 – eighteen (18) shifts (equivalent to 180 hours)
- Completed Years 10 and more – twenty (20) shifts (equivalent to 200 hours)

For Employees who work 2190 hours annually

- Completed Years 1 and 2 – ten (10) shifts (equivalent to 120 hours)
- Completed Years 3 and 4 – twelve (12) shifts (equivalent to 144 hours)
- Completed Years 5 and 6 – fifteen (15) shifts (equivalent to 180 hours)
- Completed Years 7 through 9 – eighteen (18) shifts (equivalent to 216 hours)
- Completed Years 10 and more – twenty (20) shifts (equivalent to 240 hours)

- 22.02 An Employee's length of service shall be calculated according to the Employee's seniority date.
- 22.03 Employees with less than one (1) year of continuous service shall receive a vacation in proportion to their service.
- 22.04 If a recognized Statutory Holiday falls or is observed during an Employee's vacation period, the Employee shall be paid for the Statutory Holiday and an additional day of vacation. An Employee may, at their discretion, be allowed an additional vacation day with pay immediately following his vacation period or an additional paid vacation day at some other mutually agreeable time.
- 22.05 a) Employees are required to take their vacation in the year of entitlement but shall be allowed to carry over any vacation entitlement with the agreement of the Employer providing the minimum allowable vacation as provided by Employment Standards

- has been scheduled to be taken. Employees will receive their vacations calculated as at April 1st, and such entitlement shall be based upon the length of service in the preceding year.
- b) The Employer shall provide a notice of vacation entitlement in January of each year (calculated as at April 1st) that includes the Employee's vacation entitlement and a deadline for submission of annual vacation requests. Requests for vacation after the deadline will be approved where operationally possible, in order of submission, including peak period requests as per Article 22.10.
 - c) Only vacation preferences submitted prior to the deadline provided by the Employer will be considered according to seniority.

- 22.06 Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Employee. An Employee shall be entitled to receive his vacation in an unbroken period except where his vacation entitlement is in excess of two (2) tours. In such a case, the Employee's vacation entitlement may be taken in an unbroken period in excess of two (2) tours only with the approval of the Operations Manager. In the case of a disagreement between two (2) Employees of the bargaining unit in the servicing area requesting the same vacation period, seniority shall be the deciding factor.
- 22.07 Vacation pay shall be calculated using the Employee's regular hourly rate of pay.
- 22.08 Casual Employees will be paid vacation entitlements at least once per year, in accordance with the minimum standards of the Employment Standards Code.
- 22.09 Following the open period, if, *after discussion*, the Employer and Employee cannot agree on the Employee's vacation time, the Employer may schedule the vacation, providing four (4) weeks' notice is provided to the Employee.
- 22.10 All accrued vacation, in excess of the amount of carry over allowed in Article 22.05 shall be paid out as of March 31 of each year.
- 22.11 In fairness to all Employees, only one peak period vacation preference will be granted annually (June 15 – September 15) or (December 15 to January 2) PRIOR TO THE DEADLINE. Where there are available peak period timeslots after the deadline, anyone can request these additional peak vacation periods in order of submitted requests to the Employer for consideration.

ARTICLE 23 – STAFF DEVELOPMENT

- 23.01 The Employer maintains a budget for on-the-job training and staff development which is considered beneficial to the ambulance service. Where the Employer determines that a program of training or staff development is required for an Employee, or where the Employer approves an Employee's application for training or staff development, the Employer shall pay the cost of tuition and materials. In addition, where an Employee is required by the Employer to attend training, the Employee shall suffer no loss of regular earnings and shall be reimbursed for expenses.

23.02 Where an Employee is required by the Employer to complete a compulsory program on a regular scheduled day of rest, the Employee will receive his regular hourly rate of pay in accordance with Salary Appendix "A" for the program hours he is in attendance and such hours shall not be used in the calculation of overtime as per Article 13.

ARTICLE 24 - DUTY EXPENSES

24.01 An Employee who is tasked to an event which takes him away from his site shall, upon request, receive a meal allowance as follows:

Five (5) hours to less than six (6) hours – one (1) meal (\$10.00)
Six (6) hours to less than ten (10) hours –two (2) meals (\$20.00)
Ten (10) hours or greater – three (3) meals (\$30.00)
Daily maximum = \$30.00

For the administration of this Article, hours shall be reset once the Employee is back within community corporate limits. Expenses incurred for sit down meals that extend Active Duty will not qualify for the allowance.

24.02 Employees shall submit duty expense requisitions in accordance with established policy on a monthly basis paid within the next calendar month.

24.03 When an Employee is required by the Employer to drive a motor vehicle, other than a motor vehicle supplied by the Employer, outside of the service area for the purposes of attending meetings or other such Employer business, a transportation allowance of fifty-two (\$0.52) per kilometer shall be paid.

Except when the Employee applies for a position other than the one the Employee occupies at the time of application, if the Employer requests the Employee to provide a driver's abstract, the cost of the driver's abstract shall be paid for by the Employer unless the Employee refuses to sign the consent form for the Employer.

ARTICLE 25 - DISCIPLINARY ACTION

25.01 Supervisors and/or Operations Managers can initiate an investigation on any allegation. Coach and Counsels are non-disciplinary and can be done by the Supervisor. The Operations Manager handles all discipline. It is agreed that the disciplinary action policy, which follows a progressive discipline model, developed and implemented under the terms of the Employer's Policy Manual, shall apply to Employees facing disciplinary action.

25.02 Employees shall be required to sign all written warnings, notices of suspension or discharge after being provided with an opportunity to read the same.

Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee with a copy to the President of the Union or designate within five (5) business days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reasons(s) for suspension or dismissal and a copy of the letter shall be sent to the President of the Union or designate within three (3) business days.

An Employee shall have a Union representative present when interviewed for the purposes of the application of discipline by the Employer unless the Employee chooses not to have a Union representative present. It shall be the Employee's responsibility to arrange for the timely presence of such Union representatives within 24 hours of notification of the meeting, with no cost to the Employer.

All documents relied on by the Employer for investigation and implementation of discipline shall be disclosed to the employee and Union, except where disclosure is prohibited by law.

- 25.03 All Employees are required to obey and abide by all Employer policies, regulations and other directives whether verbal or written.
- 25.04 Past notices of discipline shall be deemed void after an Employee has maintained a clear record for a period of twenty-four (24) months from the date of the last disciplinary notice relating to a similar issue.
- 25.05 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURE

- 26.01 A grievance is a difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether or not the difference is arbitrable, and shall be settled without stoppage of work or refusal to perform work, in accordance with the procedures set out in this Article. Grievances shall be of two (2) types; namely individual grievances or policy grievances, that is, grievances which affect a group of Employees within the bargaining unit.
- 26.02 The time limits specified shall include Saturdays, Sundays, and named holidays. Time is of the essence however, the time limits may be extended by the consent of both parties in writing.
- 26.03 Except where there is agreement to extend the time limits as specified in Article 26.02, if the Employer fails to comply with the provisions, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned and the same grievance may not be brought again. An abandoned grievance will not prejudice Employees in any future grievance of similar nature.
- 26.04 An individual grievance or policy grievance commencing at Step 1 shall be in writing, and must include a statement of the following:
 - a) the name(s) of the aggrieved;

- b) the nature of the grievance and the circumstances out of which it arose;
- c) the remedy of correction the Employer is requested to make;
- d) the section(s) where the agreement is claimed to have been violated

26.05 An Employee will first seek to settle the dispute with the Operations Supervisor on an informal basis within fourteen (14) calendar days following the date of the occurrence giving rise to the dispute. The Employee may seek the assistance of a Union representative under this clause. The Operations Supervisor shall have fourteen (14) calendar days in which to respond to the dispute.

Step 1:

Failing satisfactory settlement, and within fourteen (14) calendar days after the response following informal discussions, an individual grievance may be submitted to the Operations Manager in writing by the Union Executive. A Union policy grievance may be submitted in writing within fourteen (14) calendar days of the date that the Union became aware of the incident giving rise to the grievance.

A further meeting with the grievor may take place at Step 1, but in any event the decision of management will be rendered in writing with fourteen (14) calendar days from the receipt of any submission at this step.

Step 2:

Failing settlement at Step 1, and within fourteen (14) calendar days after receipt of the written response from management in Step 1, the grievance may be submitted to the Director of Operations (or designate) in writing. The Director of Operations (or designate) shall hold a meeting with the grievor and the representative of the Union and provide a written decision on the grievance within fourteen (14) calendar days of the meeting.

Step 3:

Failing settlement at Step 2, and within fourteen (14) calendar days after receipt of the written response from the Director of Operations (or designate) in Step 2, the grievance may, upon agreement from both parties be submitted to Grievance Mediation as provided by the Alberta Labour Mediation Services.

If Grievance Mediation is not agreed to by both parties, the grievance shall proceed to arbitration. Should the dispute proceed to Grievance Mediation, the parties shall share equally the costs of the Mediator. The decision of the Mediator needs to be considered within 30 days of receipt.

Step 4:

Failing settlement at Step 3 where either the Grievance Mediation failed or was refused, the grievance may be processed to Arbitration within fourteen (14) calendar days as hereinafter described.

- 26.06 A discharge grievance shall comply with all of the provisions of the Grievance Procedure, except that this type of grievance may be initiated at Step 2.
- 26.07 Any dispute or grievance that has been processed through all the steps of the Grievance Procedure and is in accordance with the time limits specified (unless otherwise agreed) may be referred to arbitration which may include a single arbitrator as provided for under the Labour Relations Code.
- 26.08 When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the names of those persons which the Union proposes as being acceptable to act as an arbitrator in the proceedings (minimum of three names). Within fourteen (14) calendar days thereafter, the Employer shall advise the Union as to whether or not any person from the list submitted by the Union is acceptable as an arbitrator. Should none of the persons submitted by the Union for consideration as arbitrator be acceptable to the Employer, the Employer shall provide the Union with the names of persons which it considers qualified to act as an arbitrator for their consideration (minimum of three names) within fourteen (14) calendar days.
- 26.09 If the parties cannot agree on an arbitrator the required appointment shall be made by the Director of Mediation Services upon the request of either party.
- 26.10 The Arbitrator shall hear and determine the grievance and shall issue an award in writing and his decision shall be final and binding upon the Employer and the Union and upon any Employee affected by it.
- 26.11 Each party to the arbitration shall bear equally the expenses and remuneration of the arbitrator.
- 26.12 The Arbitrator, by his decision, shall not alter, amend, or change the terms of the Collective Agreement.
- 26.13 The time limits fixed in the arbitration procedure may be extended by consent of the parties and where specified shall be inclusive of Saturdays, Sundays, and declared general holidays.

ARTICLE 27 - REMUNERATION

- 27.01 Wages shall be paid in accordance with Salary Appendix "A" of this Agreement.
- a) When an Employee is hired as an Advanced Care Paramedic (ACP) and works a shift as a Primary Care Paramedic (PCP), the Employee shall be paid at their ACP rate for all such hours;
 - b) When an Employee is hired as a PCP and works a shift as an EMR, the Employee shall be paid at their PCP rate for all such hours;
 - c) When an Employee is hired as an EMR and has the certifications and qualifications of a PCP, and works a shift as a PCP, the Employee shall be paid at the PCP rate that is closest to the step in the grid they hold as an EMR plus 10% (rounded up) for all such hours;

- d) When an Employee is hired as a PCP and has the certifications and qualifications of an ACP, and works a shift as an ACP, the Employee shall be paid at the ACP rate that is closest to the step in the grid they hold as a PCP plus 10% (rounded up) for all such hours.
- 27.02 The Employer, by direct deposit, shall pay each regular Employee semi-monthly (7th and 21st) according to the rates of pay as set out in Salary Appendix "A" attached to and forming part of this Agreement, and each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. Casual Employees are paid on the 7th of each month.
- 27.03 Where management chooses to designate an Employee from the bargaining unit to temporarily act in the capacity of Operations Supervisor, that Employee shall receive responsibility pay of two (2) dollars (\$2.00) over the Employee's regular hourly rate of pay in accordance with Salary Appendix "A" for the duration of the assignment. In addition to their normal duties, an Acting Operations Supervisor shall be responsible for coordinating the efforts of other Employees assigned to work with them to ensure the work is completed satisfactorily. The regular Operations Supervisor will designate who will act in the temporary assignment.
- 27.04 An Employee in the service as of the ratification of the agreement shall be eligible for retroactive payment of wages paid to the Employee during the period from the effective date of this agreement as provided in Article 1.1 to the implementation of this Agreement. This retroactive payment shall be calculated by applying the percentage increase in wages for the applicable position to the gross earnings of the Employee from the first day of the term of this Agreement to the date of the implementation of this Agreement.
- 27.05 Recognized Experience Criteria
- The parties agree that previous experience recognition is important to the placement of experienced EMS personnel on the wage grid.
- Upon verification that a prospective Employee has job specific and relevant experience in at least the 12 months immediately preceding employment with the Employer, the Employee will be placed on the wage grid in relation to their proven experience.
- The following criteria will be considered (but not limited to just the following) in recognizing previous experience of new Employees:
- a) The number of years of experience working on an EHS licensed minimum BLS ground or ground/air ambulance service
 - b) Transfer service alone will not be considered
 - c) Industrial service will not be recognized
 - d) Credit for a full year is equivalent to the regular recognized hours per year

- e) Must have been an ALBERTA COLLEGE OF PARAMEDICS “ACoP” licensed practitioner and working primarily in an EMS capacity
- f) Must have been able to utilize full scope of practice during this time (i.e., No restrictions as per ALBERTA COLLEGE OF PARAMEDICS “ACoP”)
- g) Notification of previous experience to be recognized must be addressed with the Employer within 30 days of hire
- h) Proof of previous experience must be provided to the Employer prior to any consideration of recognition of previous experience. Such proof must be submitted prior to the completion of probation. Proof submitted after 30 days of hire will not be retroactive beyond 30 days

ARTICLE 28 - EMPLOYEE BENEFITS AND PENSION PLAN

28.01 Full-time or other eligible Employees, shall be entitled to the following benefits in this Article which shall be compulsory for all eligible Employees. Eligibility for benefits will commence once an Employee has completed three months and have completed/submitted the paperwork.

28.02 In addition to the Canada Pension Plan, every Permanent Employee is eligible to join the Group RRSP-DPSP Plan and the Employer shall make contributions to such Plan in accordance with the provisions of the Plan. Eligibility for the Group RRSP-DPSP Plan is completion of six months. The ratio of matched contribution is dependent on length of service and each ratio is mandatory.

- 2% of regular base salary - 6 months to 5 years of service
- 3% of regular base salary - 5 years to 8 years of service
- 4% of regular base salary - over 8 years of service.

Employees can contribute more than their percentage for RRSP contributions, but it is not matched by the Employer. The DPSP contributions are vested for 1 year. After this time the employee has no access to the DPSP contributions as it is a pension.

- 28.03 a) The Employer shall pay one hundred percent (100%) of all premiums for the following benefits:
- i) Dental Plan;
 - ii) Alberta Health Care Plan, where applicable – if the Plan should be reinstated, will be funded at the former rates of \$44 for single and \$88 for family;
 - iii) Group Life Insurance Plan;
 - iv) Extended Health Care Plan;
 - v) Employee Assistance Plan;
 - vi) Dependent Life Insurance Plan;

- vii) Accidental Death and Dismemberment
- b) The Employees will pay one hundred (100%) percent of all premiums for the following benefits:
 - i) Short Term Disability (weekly indemnity) Benefit Plan; and
 - ii) Long Term Disability Plan

28.04 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels. CUPE shall be consulted before such changes are implemented.

28.05 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.

ARTICLE 29 - JOINT LIAISON COMMITTEE

29.01 A Joint Liaison Committee shall be established consisting of two (2) union representatives and two (2) employer representatives. This committee shall meet as required, but no less than twice a year.

29.02 The purpose of this Committee is:

- a) to foster communications between the Employer and its Employees in order that a free exchange of ideas upon matters of common concern may occur;
- b) to identify and discuss job-related problems before or as they arise and to attempt to formulate solutions of them;
- c) to make recommendations upon those issues which have been accepted and properly dealt with by the Committee;
- d) promote matters of safety, report unsafe work practices or equipment and recommend remedial action

29.03 Restrictions and Priorities

- a) This Committee shall not engage in any collective bargaining nor shall it have the authority to make decisions or rulings which are binding on the parties
- b) Where safety issues are introduced for discussion these issues will be outlined in a separate agenda
- c) There shall be no loss of earnings suffered by Employees who leave the job and are regularly scheduled to work, in order to attend Joint Liaison Committee meetings

- d) The Joint Liaison Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement

ARTICLE 30 – INDEMNIFICATION

The Employer will indemnify and save harmless any member of the Union from any court proceeding, claim, cause, or demand and shall pay all expenses and costs with respect to any court proceedings involving a member of the Union provided the member was acting within the scope and the course of their employment and provided that the member was not grossly negligent in the performance of their duties.

ARTICLE 31 – CLOTHING AND EQUIPMENT

31.01 Only issued uniforms shall be worn while on duty. The uniform issue will be:

Full time staff:

- a) four (4) shirts
- b) three (3) pair of uniform pants
- c) one (1) high visibility jacket
- d) crests or epaulettes as required
- e) safety glasses

Casual staff – a minimum of:

- a) two (2) shirts
- b) two (2) pair of uniform pants
- c) safety glasses

31.02 The purchase of uniform clothing shall be the responsibility of the Employer. Initial hemming is covered by the Employer. Alterations are not covered.

If the Employee fails to return the required uniform items to the Employer upon either their resignation or termination of employment, reasonable depreciated costs of unreturned uniform items will be deducted from the Employee's final paycheck.

31.03 Uniform clothing provided to Employees shall remain the property of the Employer.

31.04 Replacement of uniform clothing shall be as required and at the discretion of the Employer.

- 31.05 Uniform clothing is to be worn only when Employees are on duty.
- 31.06 The responsibility of maintaining and cleaning uniform clothing is born by the Employee.
- 31.07 After completion of probation in accordance with Article 14.01, each Employee shall receive from the Employer the following:
- a) an annual boot allowance of one hundred and fifty dollars (\$150.00) for boots that meet the requirements under the Alberta Occupational Health and Safety Code, or other criteria as may be prescribed by the Employer. The boot allowance shall be payable on their anniversary date upon application on their time sheet in each year or by another method as prescribed by the Employer.

ARTICLE 32 - PROFESSIONAL FEES

- 32.01 The Employer shall reimburse professional, license and/or certification fees for an Employee who, as a condition of employment, is required to be a member of a professional association, or be licensed or certified for full time Employees who have been employed at least from January to March of each year. Employees will be reimbursed upon receipt of proof of payment.

ARTICLE 33 – WORKERS’ COMPENSATION

- 33.01 Employees on WCB will be paid directly by WCB.
- 33.02 An Employee receiving compensation benefits shall be deemed on Workers’ Compensation leave and shall:
- a) maintain all hours worked prior to receiving compensation for the purpose of salary increments;
 - b) maintain and carryover sick leave and vacation credits;
 - c) pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage

ARTICLE 34 – OVERPAYMENT OF WAGES AND/OR ENTITLEMENTS

- 34.01 In the event that an Employee is over or under-compensated by error on the part of the Employer, the Employer shall correct the compensation error no later than the second pay period following the date on which the party/parties discovering the error knew, or ought to have known of the error.

The Employer is permitted to recover from the Employee up to six (6) months’ overpayment from the date that the mistake occurred. This parallels the ability of the Employee to recover under-compensation errors for a similar period.

In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations. If an underpayment mistake is not corrected by the second payday, the Employee shall have ten (10) days to file a Grievance as outlined in Article 26.

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

- 34.02 In the event of an overpayment affecting more than fifty percent (50%) of all employees and totaling more than fifty percent (50%) of Employees' gross earnings, is discovered within twenty-four (24) hours and provided that all affected Employees were notified as per Article 34.01 and within that timeframe, Employees will be required to repay all amounts owed immediately. If this is not possible or should there be a disagreement, the Employer shall recover the overpayment by deducting up to fifty percent (50%) of an Employee's gross earnings per pay period, until the entire amount has been repaid.
- 34.03 In the event of an overpayment or underpayment not totaling more than ten percent (10%) of an Employee's gross earnings is discovered within the current pay period, the mistake shall be corrected immediately.

ARTICLE 35 – TAXABLE SPENDING ACCOUNT (TSA)

Effective July 1, 2020 Article 35 converts to the following language:

35.01 Taxable Spending Account

- a) A Taxable Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 19. As of the APRIL 1, 2020 the plan becomes a credit carried forward plan.

(The amount will be prorated for the remainder of the 2020 calendar year)

- b) On January 1st each year the sum of one thousand eight hundred twenty-five (\$1825.00) dollars for every regular full-time Employee shall be allocated by the Employer to a Taxable Spending Account.
- c) Any unused allocation in an Employee's Taxable Spending Account as of December 31 of each year shall be carried forward for one calendar year.
- d) Where the Employer chooses to contract with an insurer for the administration of the Taxable Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. The Employer will ensure that all eligible Employees are provided access to the information regarding utilization.

- e) The Employer will send out a reminder to Employees regarding the utilization of the Taxable Spending Account prior to December 1 of each year.
- f) The Taxable Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Taxable Spending Account.
- g) The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels. CUPE shall be notified before such changes are implemented.

ARTICLE 36 – PERSONNEL FILES

36.01 Upon service of at least seven (7) days written notice to the Human Resources Department (or designate) an Employee shall have the right to view his/her personnel file annually.

ARTICLE 37 – PREMIUMS

37.01 Premiums are not considered part of the basic hourly rate of pay.

Premiums will be paid separately in addition to the overtime rate.

Responsibility Pay referred to in Article 27.03 is a premium.

37.02 Weekend Premium:

- a) For Employees working 1825 hours annually

A Weekend Premium of three dollars (\$3.00) per hour shall be paid to an employee for all paid hours worked (exclusive of vacation leave, sick leave, bereavement leave, education leave and any other paid leave), to a maximum of twenty (20) hours per weekend. Weekend Premium hours will only be applied to those shifts where the majority of scheduled hours fall between midnight (0000 hours) Saturday to zero seven hundred (0700) hours Monday. Shifts scheduled to begin at noon shall only be eligible for weekend premium when the shift begins on Saturday or Sunday.

- b) For Employees working 2190 hours annually

A Weekend Premium of three dollars (\$3.00) per hour shall be paid to an employee for all paid hours worked (exclusive of vacation leave, sick leave, bereavement leave, education leave and any other paid leave), to a maximum of twenty-four (24) hours per weekend. Weekend Premium hours will only be applied to those shifts where the majority of scheduled hours fall between midnight (0000 hours) Saturday to zero seven hundred (0700) hours Monday. Shifts scheduled to begin at noon shall only be eligible for weekend premium when the shift begins on Saturday or Sunday.

Agreed this 14 day of June, 2021 in Edmonton, Alberta.



APPENDIX A – WAGE GRID – Wage grid – all CUPE Employees

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| EMR | \$20.41 | \$21.19 | \$22.01 | \$22.82 | \$23.62 | | | | | | | |
| PCP | \$26.01 | \$26.82 | \$27.61 | \$28.45 | \$29.65 | \$30.83 | \$32.01 | \$33.19 | \$34.50 | \$35.89 | \$37.32 | \$38.82 |
| PCP-supervisor | \$29.13 | \$30.05 | \$30.94 | \$31.86 | \$33.21 | \$34.52 | \$35.85 | \$37.17 | \$38.65 | \$40.21 | \$41.82 | \$43.48 |
| ACP | \$34.42 | \$35.24 | \$36.07 | \$36.85 | \$38.09 | \$38.90 | \$39.68 | \$40.47 | \$41.68 | \$43.35 | \$45.08 | \$46.89 |
| ACP supervisor | \$38.56 | \$39.47 | \$40.39 | \$41.26 | \$42.66 | \$43.56 | \$44.44 | \$45.33 | \$46.66 | \$48.53 | \$50.48 | \$52.49 |
| ACP casual | \$40.00 | | | | | | | | | | | |

- Employees will move up one step on the grid for every one thousand eight hundred and twenty five (1825) paid hours.
- Long Service Increments (LSI) – After fifteen (15) completed years – add one dollar (\$1.00) per hour for each additional year of service (1825 hours)
- Employees who were employed with Westlock as of April 1, 2012 will be recognized for their service with Westlock and placed on the grid as such.
- Wage Adjustment
 - April 1, 2017 – March 31, 2018 – 0%
 - April 1, 2018 – March 31, 2019 – 0%
 - April 1, 2019 – March 31, 2020 – wage reopener

Letter of Understanding #1 – Local Conditions – Westlock Station

The listed staff employed with ASSOCIATED AMBULANCE in Westlock as of April 1, 2012 will be grandfathered with the following vacation entitlements.

Staff hired after April 1, 2012 will have vacation as stated in Article 22.

Corey Mitchell – August 5, 1993

Robert Doblanko – August 11, 1993

Heath Bohay – August 22, 2000

- 22.01 a) Full-time Employees shall receive an annual vacation with pay for regular hours of work and paid at the regular hourly rate of pay in accordance with his years of employment as follows:
- up to and including eight (8) years of continuous service - fifteen (15) working days
 - nine (9) years up to and including fourteen (14) years of - twenty (20) working days
 - fifteen (15) years up to and including twenty (20) twenty-five (25) working days

Originals signed by the parties December 14, 2018

Agreed this 14 day of June in Edmonton, Alberta.

Letter of Understanding #2

Westlock core/flex shift incumbents prior to June 11, 2020

Entitlement of earning protection to June 10, 2022

This Letter of Understanding covers only the following Employees, as long as they stay in the same position they held as of June 11, 2020.

- Cory Mitchell
- Tim Keppy

ARTICLE 12 - HOURS OF WORK, SHIFTS, EXTRA DUTY TIME AND COURT TIME –

12.01 The Employer reserves the Management right to establish shifts for Employees within the bargaining unit.

12.02 Regular hours of work, inclusive of meal periods, shall be:

- a) four (4) days comprised of ten (10) hour shifts, followed by four (4) days off for a total of 1825 regularly scheduled hours per year (excluding extra hours and overtime);
- b) staggered start times will be done in consultation with the staff (such as, but not limited to, times such as 7:00 a.m. – 5:00 p.m. and 11:00 a.m. – 9:00 p.m.);
- c) performing daily duties including but not limited to unit checks, cleaning, training, responding to emergencies, conducting hospital transfers and other tasks as directed or expected by the Employer;
- d) such hours will be paid at the applicable regular hourly rate of pay in accordance with Salary Appendix “A”.

12.03 On-Call

- a) In addition to the regular hours of work specified in Article 12.02, Employees will also be assigned and complete an on-call period either immediately preceding or following their regular hours of work as per Article 12.02. On-call periods shall be scheduled as follows:
 - ii. Where an Employee has completed a ten (10) hour day shift, in accordance with Article 12.02, they will be assigned and complete the following fourteen (14) hour on-call period; and
 - iii. Where an Employee is scheduled to complete a fourteen (14) hour night shift, in accordance with Article 12.02, they will be assigned and complete the preceding ten (10) hour on-call period.
- b) All hours spent on-call will be compensated at a rate of three dollars and fifty cents (\$3.50) per hour.

- c) When called back to duty while on call, the on-call premium shall cease and the Employee is paid call-back pay. The on-call premium will resume when the call-back ceases and the Employee returns to on-call status.

12.04 a) Shift Schedules

Shift schedule shall be posted in EMS Manager not less than fourteen (14) calendar days in advance. It is agreed that Operations will make every attempt to provide adequate notice of shift changes.

b) Shift Trades

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 in a manner prescribed by the Employer; and
- b) The Employer approves the exchange; and
- c) Operational efficiency is not disrupted; and
- d) There is no increased cost to the Employer; and
- e) The shift schedule shall be amended by the Employer to reflect the shifts being exchanged; and
- f) Such requests are not open ended; and
- g) The exchange is completed within three (3) pay periods.
- h) For the purposes of (g) above, the pay period in which the initial trade occurs shall be considered to be the first pay period.
- i) Compensation and hours of work shall apply based on the station where the hours are worked.

It is the Employee's responsibility to ensure that all necessary approvals have been obtained before the start of the affected shift(s).

Employer approved Shift Exchanges shall not be deemed to be in violation of any provision of this Agreement.

c) Shift Giveaways

- a) Shift giveaways may be approved provided that:
 - i. There is no overtime cost to the Employer; and
 - ii. The shift giveaway is within the same classification; and

- iii. The shift giveaway does not result in double-shifting by another Employee.
- b) Employees will submit the request in a manner prescribed by the Employer.
- c) Employees shall be allowed two (2) shift giveaways per month and up to a maximum of twelve (12) shifts in a calendar year.
- d) Shift giveaway can only be done once all vacation have been allocated or used, and in compliance with Article 22.
- e) Management reserves the right to approve or deny any request for a shift giveaway based on operational requirements. Such request shall not be unreasonably denied. Should such request be denied, reasons, in writing, shall be provided upon request.
- f) Compensation and hours of work shall apply based on the station where the hours are worked.

It is the Employee's responsibility to ensure that all necessary approvals have been obtained before the start of the affected shift(s).

Employer approved Shift Giveaways shall not be deemed to be in violation of any provision of this Agreement.

12.05 Extra Shifts

Where an Employee is asked to work extra shifts or extra hours with less than twenty-four (24) hours' notice, the Employee shall be paid two times (2X) their regular hourly rate of pay.

12.06 Voluntary Extra Duty Time On Days Off

Notwithstanding Article 12.05, Employees may request or opt for extra duties. Where the Employer authorizes the assignment of such extra duty time it shall be on the Employee's regularly scheduled days off and pay for said duty shall be at the Employee's regular hourly rate of pay as per Salary Appendix "A". Such hours shall not be included for purpose of calculating overtime.

12.07 Court Time

When an Employee, as a result of his duties, is summoned or subpoenaed as a witness or a defendant to appear in court or other legal proceedings (excluding labour arbitration), during his regular hours of work, he shall not suffer loss of pay as a result of such appearance. When an Employee is required to appear as a witness or a defendant during his days off, as a result of his duties, he shall be paid at the regular hourly rate of pay for hours of attendance for a minimum of two (2) hours. Such hours will not be included for the purpose of calculating overtime.

12.08 Active Duty Limits

- a) The Employer shall endeavor to ensure that Employees do not work more than fourteen (14) hours of Active Duty in a 24-hour period, except in case of emergency. If an Employee is required to work more than fourteen (14) hours of Active Duty in a 24-hour period, they will be entitled to eight (8) consecutive hours of rest prior to commencing their next scheduled shift without loss of earnings. If there are no bargaining unit members available, the Employee may be required to return to work.
- b) "Active Duty" shall mean the hours that an Employee is required by the Employer to be at the station or site, or is dispatched or in the act of responding to, caring for, transporting a patient, or performing duties as required by the Employer.
- c) "Active Duty" does not include:
 - i) when an Employee chooses to stay at the station or site to utilize the Employer provided accommodation; and/or
 - ii) when an Employee is 'on-call'.

ARTICLE 13 -- OVERTIME, CALL BACKS, STATUTORY HOLIDAY

13.01 Overtime is all time worked and authorized by the Employer:

- a) in excess of the ten (10) scheduled hours in a day which is calculated as active duty. Where ten (10) hours of active duty has not been met during the day shift, the extra time on shift or any call-backs will be considered active duty but will be paid at straight time for all the extra hours until the ten hours of active duty have been met.

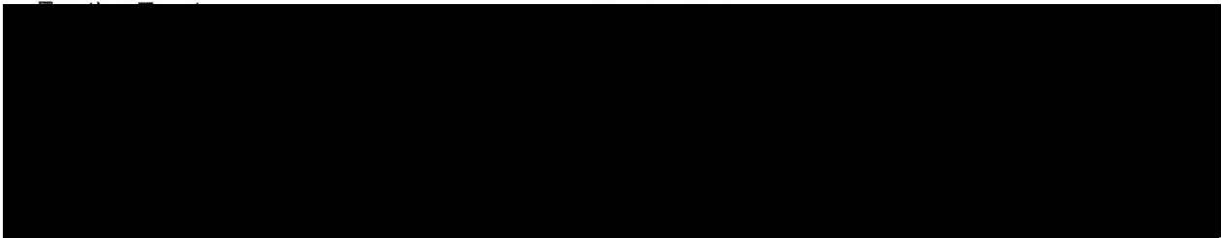
Call backs are paid at the overtime rate for a minimum of two hours or all actual hours worked whichever is greater. All duties including additional calls are included in the call-back until released. Where the call-back is less than two hours and you are released and recalled within the two hours, the time continues from the initial call back.
- b) a fourteen (14) hour night shift shall be considered as ten (10) hours of work only for the purpose of calculating overtime, provided that the Employee has sleeping accommodation and the hours of active service do not exceed ten (10). Employees shall be paid overtime for all hours of active service in excess of ten (10) hours for such shifts;
- c) overtime shall be paid at two times (2x) the Employee's regular hourly rate of pay in accordance with Salary Appendix "A";
- d) on-call hours, as per Article 12.03, shall not be included for the purpose of calculating overtime; and
- e) actual hours spent on call-out shall be included for the purpose of calculating overtime, including the minimum two hours for the call-out.

13.02 Employees shall receive the following:

- a) if the Employee is required to work on a statutory holiday and is eligible in accordance with Article 21.04, he shall receive three times (3x) his regular hourly rate of pay for all hours worked on the statutory holiday. This includes the Stat Pay for the day plus the overtime rate for hours worked.

As per Arbitrator Wilson's decision 2020.

Agreed this 14 day of June in Edmonton, Alberta.



Letter of Understanding #3

Seniority for Sylvan Lake Station

WHEREAS, the Employer acquired the contract for Ambulance Services at Sylvan Lake effective April 1, 2012 and

WHEREAS, the Employer hired certain Employees who worked at that station at that time;

THEREFORE, the Parties agree to the following:

1. While Joey Manson is still employed in a permanent position at the Sylvan Lake Station, no Employee will have a Seniority date prior to April 1, 2012 while working in the Sylvan Lake Station.
2. For those Employees who have service with the Employer prior to April 1, 2012 their previous service will be recognized as per Article 16 when
 - a) Bargaining-wide seniority is applied; or
 - b) J. Manson is no longer a permanent Employee at the Sylvan Lake Station.

Originals signed by the Parties March 12, 2018.

Agreed this 14 day of June in Edmonton, Alberta.

For the Employer

For the Union



Letter of Understanding #4

Local Conditions – Sylvan Lake, Vilna and Westlock Assembled 12-hour Crews

These conditions do not apply to the Core/Flex Crew at the Westlock station.

The Local conditions specified in this Letter of Understanding will be effective December 1, 2018 and will supersede related clauses within Articles of the Main Agreement:

ARTICLE 4 – DEFINITIONS

4.16 “Shift” shall mean a period of 12 consecutive hours and excludes overtime hours. This applies to day shifts and night shifts.

“Tour” shall mean the regular shift rotation.

“Assembled” shall mean an Employee in uniform and ready to respond immediately without delay.

ARTICLE 12 – HOURS OF WORK, SHIFTS, EXTRA DUTY TIME AND COURT TIME

12.01 The Employer reserves the Management right to establish shifts for Employees within the bargaining unit.

12.02 Regular hours of work, inclusive of meal periods, shall be:

- a) a tour shall consist of four twelve (12) consecutive hour shifts, followed by four (4) days off for a total of two thousand one hundred and ninety (2190) hours per annum;
- b) performing daily duties including but not limited to unit checks, cleaning, training, responding to emergencies, conducting hospital transfers and other tasks as directed or expected by the Employer;
- c) such hours will be paid at the applicable regular hourly rate of pay in accordance with Salary Appendix “A”.

12.03 DOES NOT APPLY.

ARTICLE 13 – OVERTIME

13.01 Overtime is all time worked and authorized by the Employer:

- a) in excess of twelve (12) consecutive hours of duty in a day.
- b) overtime shall be paid at two times (2x) the Employee's regular hourly rate of pay in accordance with Salary Appendix “A”.

ARTICLE 21 – STATUTORY HOLIDAYS AND ENTITLEMENT

21.03 Employees who work on the statutory holiday will receive their pay plus their statutory holiday pay for all hours worked on the statutory holiday.

Originals signed by the Parties March 14, 2019.

Agreed this 14 day of June in Edmonton, Alberta.

For the Employer:

For the Union:



Letter of Understanding #5

MINISTERIAL VARIANCE APPLICATION

Following the enactment of the changes in the Employment Standards Code, a Ministerial Variance application was submitted by Alberta Health Services to the Minister of Labour for an industry-wide variance to address all Core/Flex Hours of Work throughout Alberta.

The Parties agree the change in legislation affects some conditions of Associated Ambulance's Collective Agreement with CUPE Local 4351.

The Parties agree that if the Ministerial decision of the Variance Application is approved, CUPE will recognize that hours outside of 12 hours, or 10/14 hours as per the Ambulance Attendant bulletin, is in compliance with the Employment Standards Code. Hours of Work, Overtime, Call-back and On-call will remain part of the bargaining process and will continue to be bargained to the conclusion of a Memorandum of Agreement.

The Parties agree that if the Variance Application is denied, Associated Ambulance will recognize that compliance with the Employment Standards Code requires transitioning and will immediately apply to Alberta Health Services for additional funding, if required, for a new service delivery model. The Parties agree to meet to discuss the impact within sixty (60) days of the Ministerial decision.

Originals signed by the Parties March 13, 2019.

Agreed this 14 day of June in Edmonton, Alberta.

For the Employer:

For the Union:

