

COLLECTIVE AGREEMENT

Between

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

&

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



April 1, 2012 – March 31, 2014



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, 2012 to March 31, 2014.
- 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 certificate, 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

- 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, 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 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 six (6) months in duration, without prior notification being given to the Union. The provisions of this Agreement shall apply to temporary employees with the exception of the following provisions: Articles 12.4-12.06 16,17,18. Articles 20, 28 and 35 shall only apply if a temporary employee has a contract renewed or extended past 6 months.
- 4.14 "Registered" shall mean employees registered under the Alberta College of Paramedics (ACP).
- 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 "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.
- "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.

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 by the Flex Crew
 - (d) short notice relief by Flex Crew until a bargaining unit member can be found.

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, colour, nationality, political beliefs, sex, age 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, 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.

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

- 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:

- i. 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
 - ii. 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 Shift Schedules

- (a) Shift schedule shall be posted 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, in writing, between the affected Employees;
 - ii. prior written 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 sixteen (16) hours of Active Duty in a 24-hour period, except in case of emergency. If an employee is required to work more than sixteen (16) 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 completion of the time from response time to return to the ambulance station, clean and restock, and any other function directed or expected by the Employer. No more than one (1) hour following return to the ambulance station will be active Duty, with the exception of a deep cleaning, which will be no more than two (2) hours of Active Duty, without the express permission of the employer.

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.

ARTICLE 14 – EMPLOYMENT

14.01 Probation

- (a) A newly hired Employee shall be on probation for a period equivalent to half the number of annual hours from the date of hire. The probationary period may be extended by the mutual agreement of the Employer and the Union. The Employer shall have the right to reduce the probationary period. A

Probationary Employee may be discharged at any time during his/her probationary period when the Employer considers it advisable to do so, and shall not have recourse to the grievance procedure or the arbitration procedure.

- (b) Where an Employee is found to be unsuitable for the job during the probationary period, the Employee shall be terminated as a result of an unfavorable performance evaluation and no further reason for termination will be given.

14.02 Trial Term

- (a) Any Employee promoted to a new classification shall serve a trial term of three (3) months of work from the date of promotion to that position. The trial term shall only be extended by mutual agreement of the Employer and the Union.
- (b) During the trial term if, in the opinion of the Employer, the Employee fails to demonstrate his suitability for that position, or upon the request of the Employee, the Employer shall remove the Employee from such position. Where possible, the Employee will be placed 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 and without loss of seniority.
- (c) If a placement pursuant to Article 14.02 (b) 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) without loss of seniority and at a regular hourly rate of pay equivalent to that of the position which he held prior to the promotion.

14.03 Transfer to a Lower Rated Position

If, as a result of the inability to perform the functions of a position, health reasons, or by request, an Employee is transferred to a lower rated position, his rate will be adjusted immediately to the regular hourly rate of pay of the position to which he is transferred.

14.04 Reversion Period

- (a) An Employee promoted to a position within the Associated Ambulance and Services (Whitecourt) Ltd. but beyond the scope of this Agreement, shall have a reversion period of three (3) months, which can be extended 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 14.04 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 a regular hourly rate of pay equivalent to that of the position which he held prior to the out-of-scope placement.

14.05 In making promotions, the Employer shall consider such factors as an Employee's performance, skill, training, qualifications and job knowledge. Where two or more Employees are equal with respect to all of the aforementioned, then seniority shall be the deciding factor.

14.06 All permanent promotions shall be subject to a trial period.

14.07 Orientation

- (a) Employees shall be subject to an orientation program and may access policies and procedures relative to their positions.
- (b) All Employees shall receive the training which, in the opinion of the Employer, is required in the use of any equipment prior to the employee operating or being responsible for said equipment.

ARTICLE 15 - JOB OPENINGS - POSTING & FILLING OF POSITIONS

15.01 When a new position is created or when a vacancy in a permanent position occurs and the Employer determines that the vacancy should be filled, the Employer shall post a notice on all bulletin boards for at least seven (7) consecutive calendar days in order to solicit the names of Employees who wish to be considered for appointment to such position. The Employer may advertise externally as well.

15.02 The notice shall contain the following information: the nature of the position, qualifications, required knowledge and education, experience, skills and hours of work. The regular hourly rate of pay may be included at the discretion of the Employer.

- 15.03 All applications for vacant positions shall be made in writing to the Employer. First opportunity for position consideration will be given to the most senior internal (qualified) site candidate.
- 15.04 The Union shall be notified, in writing, of all job postings as well as the applicant selected to fill the position.

ARTICLE 16 – SENIORITY

16.01

- (a) An Employee shall only acquire seniority upon the successful completion of the required probationary period. However, once acquired, seniority would measure from the date of hire. Seniority is defined as the length of service in the bargaining unit from the last date of hire as a Permanent 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. All hours paid at the regular rate of pay as a casual employee will be credited as service upon completion of probation.
- (b) Any Temporary Employee who achieves a permanent position shall have seniority credited back to the Employee's date of hire as a Temporary Employee.

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.

16.04 Seniority will not accrue 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

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 four (4) consecutive working days to be taken within fourteen (14) days from the date of death shall be granted in the event of the death of a member of the Employee's immediate family with pay for regular hours of work and paid at the regular hourly rate of pay. 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.
- (b) 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.

19.06 Union Business

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 20 - SICK LEAVE

- 20.01 When used in this Article 20, the word "disability" shall mean the inability of a Permanent Employee to perform the regular duties of his position by reason of an illness or injury, which is non-compensable by WCB. Employees serving the initial probationary period in accordance with Article 14.01 shall be entitled to accrue sick leave but will not be entitled to use sick leave credit.
- 20.02 A maximum of twelve (12) days accumulated sick leave shall be credited to an Employee. Sick leave credits will be accrued at a rate of one day per month. When an Employee is absent from work on sick leave, short term disability or long term, upon his return to work accumulated sick leave credit will again be provided to a maximum of twelve (12) days. Where less than a full day is taken, the actual time taken will be converted into hours. Sick time accrual entitlements from other Associated Ambulance sites will be recognized in the sick leave accumulation.
- 20.03 When an Employee eligible to use sick leave credits in accordance with Article 20.01 is prevented from performing his duties for the Employer by reason of disability, such Employee shall be paid at his regular rate of pay for such disability, and the Employee shall have his sick leave entitlement reduced by an amount equal to the number of hours for which the Employee receives such payment. Hours deducted for the purpose of this Article shall be equal to the number of accumulated credits actually taken.
- 20.04 An Employee may be required to deliver to the Employer, a Doctor's Certificate proving disability in order to be eligible for payment under the provisions of this Article 20. Where the disability is for a duration of three (3) calendar days or longer such a medical certificate shall be supplied by the Employee to the Employer to commence the Short Term Disability process.

- 20.05 With the exception of hospital admission, which will qualify for Short Term Disability benefits on the first (1st) day, if the absence extends beyond three (3) calendar days, the Employee is eligible and must apply for Short Term Disability as per the Plan regulations, with the Employer's assistance at the soonest possible time that it is evident that Short Term Disability is required no later than the fourth (4th) calendar day of absence. Allowance will be given for extenuating circumstances, medically or otherwise, which prevents him from applying on this day or in addressing appeal challenges to establish a claim. The Employer shall make reasonable efforts to provide the necessary forms to the Employee in an expedient manner. Benefits will be paid directly to the Employee from the Plan.
- 20.06 Compassionate Leave - In the event of a critical illness to an Employee's parent, spouse or child, a leave with pay will be granted up to a maximum of four (4) days. Medical evidence may be required upon request.
- 20.07 If an illness/injury is such that it requires an Employee to be off work longer than the Short Term Disability period, the Employee shall apply for Long Term Disability with the Employer's assistance.
- 20.08 Notwithstanding Article 20.01, an Employee shall be entitled to use half of their accumulated sick leave credits up to a maximum of six (6) days per year for personal or special leave. Where less than a full day is taken, the actual time will be converted into hours taken.

Special leave is defined as unanticipated circumstances of pressing necessity which require the employee's personal attention and which may also include illness in the employee's immediate family (parent, spouse, child or other person wholly dependent on the Employee for care). Personal leave is similar to special leave however some immediate anticipated preplanning is involved – such as but not limited to scheduled surgery of a family member. Personal or Special leave will not be permitted for the extension of time off, nor for workplace injuries or illnesses.

- 20.09
- (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer, such absence shall be charged against their accumulated personal leave.

Employees are encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization from the Supervisor at least seventy-two (72) hours in advance of the appointment. When appointments are required with less than seventy-two (72) hours notice, permission to attend such appointment shall not be unreasonably denied.

Qualifying appointments include all medical, dental and paramedical covered by the Extended Health Care Plan and excludes massage therapy. Such absence shall be charged against the Employee's personal credit accumulation. The Employee may be required to submit satisfactory proof of such appointments.

(b) When an Employee is required to travel for the purpose of medical referral and/or treatment, he shall have the right to utilize accumulated personal leave credits for such absence, provided the Employer has given prior authorization.

20.10 In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of his claim to sick leave/Short Term Disability has been provided, the absence on account of the illness or injury will be treated as sick leave/Short Term Disability until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

20.11 Employees should understand that during a period of sick leave when accrued paid sick leave or short term disability benefits have expired, or ended as a result of the commencement of LTD coverage, if the employee wishes to continue benefit coverage the employee must make necessary arrangements to pre-pay both the employee's and the Employer's share of all contributory benefit plans.

ARTICLE 21 – STATUTORY HOLIDAYS AND ENTITLEMENT

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 In addition to the requirements of Article 21.02, to be eligible for a statutory holiday or holiday pay, an Employee must have worked for the Employer for not less than thirty (30) days in the twelve (12) month period preceding the holiday. 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.

ARTICLE 22 - VACATIONS

- 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 in accordance with his years of employment as follows:

Completed Years 1 and 2 – ten (10) days
Completed Years 3 and 4 – twelve (12) days
Completed Years 5 and 6 – fifteen (15) days
Completed Years 7 through 9 – eighteen (18) days
Completed Years 10 and more – twenty (20) days

- 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, he shall be allowed an additional vacation day with pay immediately following his vacation period or an additional paid vacation day on some other day if mutually agreed to between the employee and the Operations Manager.
- 22.05 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.
- 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 at the Employee's regular hourly rate of pay.
- 22.08 Casual Employees will be paid vacation entitlements as least once per year, in accordance with the minimum standards of the Employment Standards Code.

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
- (a) When an Employee is required to standby at a location or event or who are dispatched on ambulance service away from their site and for a period greater than five (5) hours, where appropriate food preparation and storage facilities are not available, and meals are not supplied, the Employee shall receive a maximum of fifteen dollars (\$15.00) per meal reimbursement to a maximum of forty-five dollars (\$45.00) per day. Receipts are required.
 - (b) Eligibility: 5-6 hours – 1 meal; 6-10 hours – 2 meals; over 10 hours – 3 meals.
 - (c) Should an Employee be dispatched on consecutive trips traveling outside the regular service area without a break between trips, the hours of all trips may be considered cumulative.
 - (d) Eligible meal expenses would include only food/beverages purchased while outside the primary service area.
 - (e) Expenses for sit down meals that extend the time on task and/or alcoholic beverages are disallowed.
- 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 for 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 Relations Board.

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 3.
- 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 A Paramedic and works a shift as an EMT, the Employee shall be paid at their Paramedic rate for all such hours; and
- (b) When an Employee is hired as an EMT and works a shift as an EMR, the Employee shall be paid at their EMT rate for all such hours; and
- (c) When an Employee is hired as an EMR and has the certifications and qualifications of an EMT, and works a shift as an EMT, the Employee shall be paid at the EMT 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 an EMT and has the certifications and qualifications of a Paramedic, and works a shift as a Paramedic, the Employee shall be paid at the Paramedic rate that is closest to the step in the grid they hold as an EMT 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 a dollar (\$1.00) 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 Associated Ambulance & Services (Whitecourt) Ltd., 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 ACP 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 ACP)
- (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 Employees who are regularly scheduled to work a minimum of the benefit plan requirements shall be entitled to the following benefits in this article which shall be compulsory for all Permanent 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 The Employer shall pay seventy-five percent (75%) of all premiums and the Employee shall pay twenty-five percent (25%) of all premiums:

- (a) for Short Term Disability (weekly indemnity) Benefit Plan;
- (b) for the Dental Plan;
- (c) for the 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;
- (d) for the Group Life Insurance Plan;
- (e) for the Extended Health Care Plan;

- (f) of the Employee Assistance Plan;
- (g) for the Long Term Disability Plan;
- (h) for the Dependent Life Insurance Plan;
- (i) for Accidental Death and Dismemberment.

- 28.04 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.
- 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

Casuals staff – a minimum of:

- (a) one (1) shirt
- (b) one (1) pair of uniform pants

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.

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.

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

- (a) Should the Employer issue an employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee’s gross earnings per pay period.
- (b) Current payroll errors immediately identified to the Employees can be deducted on the next pay period.
- (c) Underpayments will be rectified by no later than the next pay period.

ARTICLE 35 – TAXABLE SPENDING ACCOUNT (TSA)

35.01 Seven Hundred and Fifty dollars (\$750.00) will be allocated to each benefit eligible permanent full time employee on January 1st, annually as a taxable spending account to cover expenses that are not covered in other areas of the Collective Agreement, Benefit package supplied or are not provided free of charge by the Employer.

Expenses covered include, but are not limited to:

Wellness expenses, health expenses, work related accessories, and other expenses that can be found on the benefit provider website.

This account is administered by the Benefits provider upon submission of the appropriate claim form as per the guidelines provided by the Company.

Providing the employee has an existing Group RRSP account, all unused amounts will be transferred to their RRSP account by the last day of February each year.

ARTICLE 36 – PERSONNEL FILES

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

Appendix A – Wage Grid (in excel) attached
Letter of Understanding #1 attached

Agreed this 25th day of October, 2012 in Edmonton, Alberta.

For the Employer:

[Redacted signature block for Employer]

For the Union:

[Redacted signature block for Union]

Appendix A - Wage Grid

Effective April 1, 2012

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
EMR	\$18.82	\$19.53	\$20.28	\$21.03	\$21.77							
EMT-Ambulance	\$23.97	\$24.72	\$25.45	\$26.22	\$27.33	\$28.42	\$29.50	\$30.59	\$31.80	\$33.08	\$34.40	\$35.78
EMT-A Supervisor	\$26.85	\$27.70	\$28.51	\$29.37	\$30.61	\$31.82	\$33.04	\$34.26	\$35.62	\$37.06	\$38.54	\$40.08
Casual EMT-Ambulance	\$23.97											
EMT-Paramedic	\$31.73	\$32.48	\$33.24	\$33.96	\$35.11	\$35.85	\$36.57	\$37.30	\$38.42	\$39.95	\$41.55	\$43.21
EMT-P Supervisor	\$35.54	\$36.38	\$37.22	\$38.03	\$39.32	\$40.15	\$40.96	\$41.78	\$43.01	\$44.73	\$46.52	\$48.38
Casual EMT-Paramedic	\$40.00											

Effective April 1, 2013

(3%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
EMR	\$19.38	\$20.12	\$20.89	\$21.66	\$22.42							
EMT-Ambulance	\$24.69	\$25.46	\$26.21	\$27.01	\$28.15	\$29.27	\$30.39	\$31.51	\$32.75	\$34.07	\$35.43	\$36.85
EMT-A Supervisor	\$27.66	\$28.53	\$29.37	\$30.25	\$31.53	\$32.77	\$34.03	\$35.29	\$36.69	\$38.17	\$39.70	\$41.28
Casual EMT-Ambulance	\$24.69											
EMT-Paramedic	\$32.68	\$33.45	\$34.24	\$34.98	\$36.16	\$36.93	\$37.67	\$38.42	\$39.57	\$41.15	\$42.80	\$44.51
EMT-P Supervisor	\$36.61	\$37.47	\$38.34	\$39.17	\$40.50	\$41.35	\$42.19	\$43.03	\$44.30	\$46.07	\$47.92	\$49.83
Casual EMT-Paramedic	\$40.00											

Employees will move up one step for every 1825 hours paid.

Long Service Increment (LSI) - After 15 completed years - add \$1.00 per hour for each additional year (1825 hours paid)

Employees who were employed in Westlock as of April 1, 2013 will be recognized for their service with Westlock and placed on the grid as such.

In no case will anyone be negatively affected financially and will be compensated with a one-time lump sum payment (LOU attached)

Agreed this 23rd day of October, 2012 in Westlock, Alberta.

Letter of Understanding #1

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

Harold Boss – March 16, 1995

Heath Bohay – August 22, 2000

Jason Clements – November 21, 2004 (excluded as the benefit of Article 22 is better)

Nathan Handel – July 12, 2007

Nadine Akey – December 1, 2011

Tim Keppy – February 2010

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

NOTES:

