COLLECTIVE AGREEMENT

BETWEEN

The Canadian Union of Public Employees Local 5133

CUPE | Canadian Union of Public Employees

-and-

Beaver Ambulance Society

April 1, 2024 - March 31, 2027

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PREAMBLE

WHEREAS it is the purpose of both parties to this agreement:

1. To ensure the provision of the best possible services and care;

2. To protect the interests of patients, employees and the community;

3. To protect and maintain a positive working relationship between the employer, the employees within the bargaining unit and the union;

4. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;

5. To encourage efficiency and effectiveness in operations;

6. To set forth certain terms and conditions of employment relating to hours of work, employee benefits, wages, working conditions, and the security of all employees represented by the union.

DEFINITIONS

1. Anniversary Date refers to the employee's commencement date which establishes payroll, benefits and years of service.

2. Bargaining Committee means those employees elected by the employees within the union to bargain on their behalf.

3. Calendar Year: The words Calendar Year when used in this agreement shall mean the period of twelve (12) calendar months, commencing January 1 to December 31.

4. Casual Employee means an employee who works on a relief, call-in, or casually scheduled basis.

5. Code: means the Alberta Labour Relations Code as amended from time to time.

6. Employee: The word employee when used in this agreement shall mean an individual who comes within the scope of this agreement.

7. Employer: The word employer when used in this agreement shall mean the employer of Beaver EMS.

8. EMR means an Emergency Medical Responder as defined by the Alberta College of Paramedics (ACoP).

9. PCP means a Primary Care Paramedic as defined by the Alberta College of Paramedics (ACoP).

10. Interpretation: In this agreement, unless otherwise indicated in the context all words in the singular shall include words in the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

11. Job Share: Is a situation where upon employer approval two employees share one full-time position at no extra cost to the employer.

12. Member: The word Member when used in this agreement in reference to a specific plan contained herein shall mean an individual who, through their employment with the employer, has entered into participation in such plan in accordance with the requirements of such plan and has continued to participate in such plan.

13. Month: The word Month when used in this agreement shall mean the period of time between the date in one month and the preceding date in the following month.

14. Off Days: The words Off Days when used in this agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employees regularly scheduled hours of work under this agreement.

15. On-Call (2nd Out Shift)

    (a) On call for an emergency response shall mean a defined period of time which an employee is required to respond as specified by the Alberta Health Services Agreement.

    (b) On call for a stat transfer response shall mean a defined period of time which an employee is required to respond as specified by the Alberta Health Services Agreement.

    (c) On call for an A.S.A.P. transfer response shall mean a defined period of time which an employee is required to respond as specified by the Alberta Health Services Agreement.

16. ACP means an Advanced Care Paramedic as defined by the Alberta College of Paramedics (ACoP).

17. Permanent Employee means an employee who has successfully completed the probationary period and who is regularly scheduled full-time or part-time hours.

18. Position: The word Position when used in this agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

19. Recognition of Casual Service: Upon being promoted to a temporary or permanent position, the employee shall be credited with seniority for all casual hours worked in accordance with this Collective Agreement. The seniority date can be reviewed by the employee or the union at the employee's request.

20. Regular Hours of Work: The words Regular Hours of Work when used in this agreement shall mean the assigned hours of work and exclusive of overtime.

21. Regular rate of pay means the rate of pay assigned to a classification as set out in this Agreement.

22. Spouse: shall include common-law and same sex relationship.

23. Temporary Employee: Is one who is hired on a temporary relief basis for a full-time position for a period of more than six (6) weeks and less than twelve (12) months. This may be extended by mutual agreement between the parties.

24. Union: The word union shall mean the Canadian Union of Public Employees Local 5133.

25. Vacation Year: means the year commencing April 1 and ending March 31.

Full benefits/conditions in this Collective Agreement apply to full-time employees. Part-time employees will be prorated according to their FTE, except where otherwise specified as 'all employees'.

Provisions which should apply to casual and temporary employees:

Scope; Term; Definitions; Management Rights; No Strike or Lockout; No Discrimination; union Recognition; Remuneration; Hours of Work (as noted); Overtime; Probationary Period; Statutory Holidays (as noted); Vacation (as noted); Discipline; Resignation/Termination; Grievance; Clothing (as noted); Membership and Payment of Dues; and any other article identifying all employees or where casual or temporary employees are specifically noted.

26. Day: For the purposes of determining entitlements with pay under Annual Vacation, Sick Leave and Personal Leave, a day is defined as a twelve (12) hour period.

27. FTE: is defined as the number of hours worked as a full-time employee according to Article 16.7.

ARTICLE 1 - TERM OF AGREEMENT

1.1 This agreement shall be in full force and effect as of April 1, 2024 and shall continue in full force and effect until the 31st day of March 2027 and from year to year thereafter, except as hereinafter provided.

1.2 Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration date of this agreement.

1.3 If an amendment is desired, the contents of the amendment shall be transmitted to the other party at the first collective bargaining meeting and the existing agreement shall remain in force until the process of collective bargaining has been completed in accordance with the provisions of the *Alberta Labour Relations Code* or the parties hereto are in a legal position to conduct a lockout or strike vote, whichever first occurs.

1.4 Changes in this agreement mutually agreed upon by the parties hereto however, may be made at any time, provided that such changes are properly reduced to a written Letter of Understanding and executed by authorized representatives of the parties to this agreement. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

1.5 All terms and conditions ratified by the parties will be retroactive to the first day of the new Collective Agreement except where specified otherwise. For this Collective Agreement the Weekend Premiums are effective upon ratification as well as the LAPP.

ARTICLE 2 - NO STRIKE OR LOCKOUT

2.1 The union agrees that during the term of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, slowdown, stoppage of work, picketing of the employer's premises, or refusal to perform work, and no employee shall be involved in such action.

2.2 The employer agrees that during the term of this Collective Agreement it will not sanction or authorize any lockout.

ARTICLE 3 - NO DISCRIMINATION

3.1 There shall be no discrimination, interference, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, color, creed, national origin, political or religious affiliation, gender, sexual preference, marital status, age, physical/mental disability except to the extent permitted by law as a bona fide occupational requirement, nor by reason of membership or non-membership or lawful activity in the union, nor in respect of an employee or the employer exercising any right conferred under the Collective Agreement or any law of Canada or Alberta.

ARTICLE 4 - UNION RECOGNITION

4.1 The employer recognizes the union as the exclusive bargaining agent for employees covered by this Collective Agreement.

4.2 This agreement shall apply to all emergency pre-hospital practitioners, except where otherwise stated, employed by Beaver EMS for whom the union has the right to bargain as set out in the Alberta Labour Relations Board Certificate.

4.3 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.

Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or in the event that the job requires qualifications which exceed those of members of the bargaining unit.
If there are no bargaining unit employees available, it will be deemed as an emergency situation and the employer will be permitted to fill in if necessary.

4.4 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the employer or designate and the President of the union or designate.

4.5 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.

4.6 The President or any duly accredited Officer of the union may be permitted on the employer's premises for the purpose of transacting union business providing prior permission to do so has been granted by the employer.

4.7 A representative of the union shall have the right to make a presentation of up to sixty (60) minutes during the probationary period or at the orientation of new employees with respect to the structure of the union, as well as the rights, responsibilities and benefits under the Collective Agreement provided, however, that attendance at the presentation shall not be compulsory and provided further that a representative of the employer may be present at such presentation.

4.8 The employer shall negotiate with the union or any of its authorized committees concerning matters affecting the relationship between the employer and the union, aiming towards a peaceful and amicable settlement of any differences that may arise between them. In order that this may be carried out, the union will supply the employer with the names of its officers, negotiating committee members, shop stewards and any other person or authorized representative of the union and the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

4.9 The union shall supply to each employee within the bargaining unit a copy of this agreement. All new employees within the bargaining unit shall be given a copy of the agreement when they are hired.

ARTICLE 5 - SENIORITY

5.1 For permanent employees, seniority shall mean the length of continuous employment with the employer from the last date of hire, exclusive of approved general leave, as a permanent employee. Seniority does not apply to casual employees.

5.2 In the event two or more employees have the same anniversary date, the employees will be placed on the seniority list in order of:

(a) date of hire; then

(b) education at the time of hire

(c) date of application

5.3 (a) The employer shall maintain a seniority list showing each employee's seniority date. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in April of each year;

(b) Seniority shall not apply during the probationary period. However, once the probationary period has been completed seniority shall be credited from the seniority date established.

5.4 Seniority shall be considered broken, all rights forfeited:

(a) when the employment relationship is terminated by either the employer or the employee;

(b) upon expiry of twelve (12) months following the date of lay-off, if during such time the employee has not been recalled to work;

(c) if an employee does not return to work on recall as provided in Article 25.4;

(d) an employee accepts a position which is excluded from the bargaining unit.

5.5 Seniority will not accrue during:

(a) Periods of lay-off;

(b) Leaves of absence or suspension in excess of thirty (30) calendar days for any reason.

ARTICLE 6 - MEMBERSHIP AND PAYMENT OF DUES

6.1 Membership in the union is voluntary. All employees regardless of active membership status within the union must pay union dues as a condition of employment.

6.2 Notwithstanding the provision of Article 6.1, the employer will deduct from the gross earnings (exclusive of Short-term, Long-term Disability or overtime wages) of each employee covered by this Collective Agreement an amount equal to the dues as specified by the union. Such deductions shall be forwarded to the union, or its authorized representative, not later than the fifteenth (15th) of the month following and shall be accompanied by a list showing the name, regular wages, hours of work, and classification of the employees from whom deductions have been taken and the amounts of the dues deductions.

The union shall notify the employer thirty (30) calendar days prior to any change in the deduction of union dues and shall provide a schedule of the amount to be deducted.

6.3 The employer agrees to supply the union with a monthly statement indicating new employees, employees terminated, employees reclassified, promoted or transferred outside the scope of this Collective Agreement.

6.4 Said deductions will be taken from an employee during sick leave with pay and during a leave of absence with pay.

6.5 The employer will record the amount of union dues deducted on the T-4 forms issued to an employee for income tax purposes.

6.6 The employer will provide contact information to the union for all employees new to the bargaining unit prior to their first pay cheque.

ARTICLE 7 - MANAGEMENT RIGHTS

7.1 Management reserves all rights not specifically restricted in this Collective Agreement.

7.2 Without limited the generality of the foregoing, the union acknowledges that it shall be the exclusive right of the employer to operate and manage its business, including the right to:

(a) maintain order, discipline and efficiency:

(b) make, alter and enforce, from time to time, policies, standard operating guidelines, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement.

(c) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;

(d) hire, promote, classify, transfer within the same site, layoff and recall employees;

ARTICLE 8 - UNION OFFICERS

8.1 Time off from work without loss of regular earnings, benefits, or seniority shall be granted a union representative and/or an affected employee for time spent in discussing disciplinary actions or grievances, as outlined in the Grievance Procedure with the employer, providing operations can continue without being compromised. Meetings requiring union representation will be scheduled at a mutually agreeable time to ensure both proper union representation needs and operational needs are met.

8.2 An employee or the Local union shall have the right at any time to have the assistance of a CUPE Representative.

8.3 The employer agrees that the Site Vice President and/or Shop Steward shall not be hindered, coerced, or interfered with in any way in the performance of their function while investigating disputes and representing employees. The union understands and agrees that the Site Vice President and/or Shop Steward is employed to perform work for the employer and that they will not leave work during working hours except to perform duties as provided in this Collective Agreement. Therefore, no Site Vice President and/or Shop Steward shall leave work without obtaining the permission of the employer.

ARTICLE 9 - UNION LEAVE

9.1 In the event that an employee is elected or appointed to the bargaining committee for the union, they shall be granted leave at their regular rate of pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than two (2) employees from the union will be granted leave with pay for the purpose of attending such meetings.

9.2 An employee who is elected to attend a union convention, conference, or to attend any other union function or meeting or CUPE with the exception of any on site meeting, its affiliated or chartered bodies, or any other labour organization with which the union is affiliated, shall be granted leave of absence with pay and benefits. The union shall reimburse the employer for all pay and benefits during the period of absence. The union shall provide two weeks written notice to the employer in the event leave is requested.

ARTICLE 10 - UNION MEETINGS

10.1 Attendance of on-duty staff to union Meetings shall be granted provided such attendance does not interrupt or offset the efficiency, operation or objective of the employer.

10.2 The union agrees to provide fourteen (14) days written notice to the employer's administration for said union meetings. Shorter notice for special meetings will not be unreasonably denied.

ARTICLE 11 - UNION/MANAGEMENT ADVISORY COMMITTEES

11.1 (a) The parties agree that there shall be a union/Management Advisory Committee established for the purpose of discussing matters of mutual concern according to the terms of reference.

(b) The Committee will be co-chaired by union and management.

(c) The Committee will meet once as required at a mutually agreeable time.

(d) The Committee shall consist of up to two (2) representatives of Labour and up to two (2) representatives of Management.

(e) The Committee shall not act as a bargaining body and may not change the Collective Agreement.

(f) Committee members will incur no loss of pay to attend the meetings of the union/Management Advisory Committee.

11.2 (a) The parties agree that there shall be a Joint Occupational Health and Safety Committee established for the purpose of discussing matters of mutual concern according to the terms of reference.

(b) The Committee will be co-chaired by union and management.

(c) The Committee will meet as required at a mutually agreeable time.

(d) The Committee shall consist of up to two (2) representatives of the union and up to two (2) representatives of management.

(e) Committee members incur no loss of pay to attend the meetings of the Occupational Health & Safety Committee.

ARTICLE 12 - POLICY CHANGES

12.1 The union shall receive written notification of policy changes once the policy has been adopted by the employer. The union is welcome to meet with Management to discuss matters of concern.

12.2 It is understood by the Parties that policy cannot contravene the Collective Agreement.

ARTICLE 13 - NEW CLASSIFICATIONS

13.1 If the employer creates a new in-scope position that is not covered by this agreement, it shall establish a salary structure and then give written notice to the union.

13.2 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 established.

13.3 If the union objects to the salary structure established by the employer and the negotiations succeed in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.

13.4 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the employer it may be referred to mediation. Failure to resolve at this point, the matter shall be referred to the Arbitration Step of the Grievance Procedure.

ARTICLE 14 - PROBATIONARY PERIOD

14.1 (a) A newly-hired employee shall serve a probationary period of six (6) months (or one thousand four hundred sixty-four (1,464) full-time hours – whichever is less). If, in the opinion of the employer, an employee serving a probationary period is found to be unsatisfactory they may be terminated at any time without notice. Such termination may be subject to the grievance procedure. There will be no recourse to arbitration unless the employer's decision to terminate was made contrary to Article 3.1 - Discrimination.

(b) Where a newly hired employee is terminated after ninety-one (91) days but before the end of the six (6) month period, the employer will provide one (1) week of notice or wages in lieu of that notice.

14.2 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited retroactive to the date on which the employee last entered the service of the employer.

14.3 The employer shall provide a written evaluation to each probationary employee prior to the completion of his probationary period. If no written evaluation is provided to the employee prior to the completion of the probationary period, the employee will be deemed to have met all expectations and the probation period is complete. If a probationary employee is terminated, notice in writing shall be given to the employee and the union.

14.4 If, in the opinion of the employer, the employee is found to be unsatisfactory, the employee's probationary period may be extended for an additional three (3) month period (or seven hundred thirty-two (732) full-time hours – whichever is less). During the extended period, the employee shall normally be given monthly feedback regarding his performance; however, if in the opinion of the employer, the employee is found to be unsatisfactory, he may be terminated at any time during the probationary period, or extended probationary period. Such termination may be subject to the grievance procedure. There will be no recourse to arbitration unless the employer's decision to terminate was made contrary to Article 3.1 - Discrimination.

14.5 No employee shall be required to complete more than one (1) probationary period.

ARTICLE 15 - CASUAL EMPLOYEES

15.1 Calculation of earnings – the basic rates of pay for casuals are as follows: A casual employee shall be entitled to an increment on the completion of each one thousand four hundred sixty four (1464) regular paid hours of work, been with the employer for at least six months and there has been at least one (1) year since their last incremental increase.

ARTICLE 16 - HOURS OF WORK

16.1 (a) The employer shall endeavour to ensure that employees do not work more than fourteen (14) hours of active duty in a twenty-four (24) hour period, except in emergency. If an employee has worked more than fourteen (14) hours of active duty in a twenty-four (24) hour period, they will be entitled to eight (8) hours of uninterrupted rest 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 receipt of a call to return to the ambulance station, clean and restock. All tasks/duties directed or expected by the employer within the station or outside the station are considered active duty.

16.2 Due to chute times while on call staff will be required to stay within the community, therefore, if staff do not reside within the community they may stay at the station at no cost for the duration of their shift rotation. Sleeping accommodation, washroom facility and cooking amenities will be provided.

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

(a) Spent at the station and/or active duty.

(b) Spent performing daily duties including unit checks, cleaning, training, responding to emergencies, conducting hospital transfers and other tasks as prescribed by the employer.

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

(a) Employees submit their request five (5) working days in advance of the proposed shift exchange;

(b) the employer approves the exchange;

(c) operational efficiency is not disrupted;

(d) no additional or increased cost will be incurred by the employer.

16.5 The employer shall provide a thirty (30) day notice of platoon changes. Less than thirty (30) days' notice will result in overtime.

16.6 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time or the resumption of Daylight Saving Time, there will be no changes, deduction or addition in hours.

16.7 (i) A shift consists of a twenty-four (24) hour period during which an employee is assigned to work or required to be available for call back to work. The twenty-four (24) hour time period will commence at 8:00 a.m. of each day; The Employer shall be permitted to changed the start time (shift change) to a time of day that is mutually acceptable to the staff and the Employer provided that it does not increase the shift hours of the employee and there are no added costs to the employer.

(ii) Regular hours of work schedules, (a tour), are as follows:

(a) Core flex shall consist of a twenty-four (24) hour shift consisting of not less than two (2) core hours, with the balance of the shift being flex hours, followed by on-call hours for the remainder of the twenty four (24) hour period. The Employee shall be compensated for twelve (12) hours of active duty at their basic rate of pay and twelve (12) hours at the on-call rate of four dollars ($4.00) per hour, with annual hours of work for full-time Employees to be two thousand one hundred and ninety (2190). During the core hours of the shift, the employees are expected to be assembled at the station, at which time unit checks, station duties, and assigned responsibilities are performed. During flex hours, the employee is permitted to respond from within the community but must return to the station without delay to attend to any ambulance calls that are dispatched to them, within the chute time assigned to the Employer and in compliance with Alberta Health Services. Overtime rates will apply to active duty performed in excess of their regular twelve (12) hours of active duty per shift.

(b) Assembled Shift shall consist of a twelve (12) hour, four (4) day on four (4) day off shift schedule that will be two thousand one hundred and ninety (2190) hours per year.

(iii) Applicable overtime rates will be determined by the provisions outlined in Article 17.

(iv) Employees on their days off, who are called in to work and not required to work, or work for two (2) hours or less shall be entitled to have that counted as three (3) regular hours of work.

16.8 A meal expense of up to fifteen ($15.00) can be claimed when an employee is away from the BEMS stations for greater than six (6) hours. When an employee is away from the BEMS stations for more than ten (10) consecutive hours, they will be entitled to another meal expense of up to fifteen ($15.00). Receipts must be submitted for any meal claim.

16.9 Where an employee, including casual, is required to travel to a worksite other than their assigned starting point to a maximum of seventy (70) kilometers, and travel is required before and/or after shift times in their own vehicle shall be compensated at the government rate for the additional kilometers. The employee will receive twelve (12) hours of notice prior to the change. Such time for the additional kilometers travelled during a shift will be calculated as active duty where applicable.

16.10 Weekend Premium

(i) A weekend premium of three dollars and fifteen cents ($3.15) per hour shall be paid to an employee for twelve (12) regular hours within a twenty-four (24) hour shift (exclusive of vacation leave, sick leave, bereavement leave, education leave and any other paid leave), between the hours of 0800 Saturday and 0800 Monday morning.

(ii) Weekend premium shall not be considered part of the basic hourly rate of pay.

ARTICLE 17 - OVERTIME

17.1 Overtime must be authorized by the EMS Supervisor.

17.2 All staff will receive the overtime rate for hours in excess of the regular hours per Article 16.7 (ii).

17.3 The overtime rate shall be two times (2 x) the normal rate applicable to the hours worked as set out in the Hours of Work Article.

17.4 Employees may opt to bank their overtime hours in a lieu bank in accordance with Clause 17.3. The lieu bank must be used within six (6) months - or extended beyond six (6) months with mutual agreement between the employer and the employee. Banked time is banked and/or used hour for hour in increments of half or whole days. If the lieu bank is unused within six (6) months and no extension has been mutually agreed upon, the bank will be paid out at overtime rate.

17.5 The overtime rate shall be paid for all hours of work authorized by the employer and worked by the employee on days in excess of the monthly full-time equivalent (1 FTE).

ARTICLE 18 - ACTING SUPERVISOR/TEAM LEADERS

18.1 The employer will appoint three (3) In-scope Supervisors to provide operational direction, excluding personnel issues. These In-scope Supervisors will receive a premium of eight percent (8%) of the basic day rate per day in addition to their regular pay. Occasional work while performed off duty is compensated within the supervisor pay premium.

The employer reserves the right to amend the Supervisor job description so that a portion of the position will be on-car, and a portion will be off-car in office and assigned supervisory duties, however at no time will these duties include the authority to discipline, hire or fire – (on or off car).

Management will ensure that there is a Supervisor available to all crews at all times either by phone or by radio.

Management may appoint employees to these positions temporarily in their absence. These rates shall apply to those temps per shift.

ARTICLE 19 - EMPLOYEE BENEFITS AND PENSION PLAN

19.1 (a) The employer shall contribute to the Local Authorities defined benefit Pension Plan (LAPP) to provide benefits for permanent employees, in accordance with the terms and conditions of the LAPP plan.

(b) The employer agrees that, in accordance with LAPP regulations in effect as of the date of ratification of this Collective Agreement, new permanent employees are eligible to join LAPP upon completion of the probationary period.

(c) The Group RRSP plan will remain in effect for any unused portions of the Flex Spending account in accordance with 19.5(c).

(d) Employees may still contribute to their RRSP through a payroll deduction request, however these contributions will not be matched by the employer.

19.2 Health and Group Benefits – Green Shield Canada or comparable plan

All permanent and FTE employees shall be entitled to coverage under the following plans:

- Accidental Death and Dismemberment
- Critical Illness
- Dental Family
- Optical

- Extended Health – Family
- Life Insurance
- Long Term Disability
- Short Term Disability
- Family Assistance Program

The employer will pay one hundred (100%) of Accidental Death and Dismemberment; Critical Illness; Dental Family, Optical, Extended Health – Family and Life Insurance and Family Assistance Program. The employee will pay one hundred (100%) of Long Term Disability and Short Term Disability. If the employee has another plan, they have the ability to waive the benefit.

19.3 Upon mutual agreement the parties can change plans and insurers to provide a comparable level of coverage.

19.4 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 of the insurer will not be the subject of the Grievance or Arbitration process.

19.5 FLEX SPENDING ACCOUNT

(a) Full-time employees: Advanced Care Paramedic (ACP): $2000 annually

Primary Care Paramedic (PCP): $2000 annually

Part-time employees: (prorated to FTE)

(b) Deductions from the Flex Spending Account include, but are not limited to:

- Tuition costs; course registration; manuals: ACLS, ITLS, PALS, NRP, CPR recert.
- Alberta College of Paramedics (ACoP) registration
- Driver's license medical
- Reimbursement for additional health, dental, or optical not covered by benefit plans
- Wellness expenses such as fitness centre memberships or equipment
- Kit allowance: boots, stethoscope, duty belt, gloves, hat, ballistic vest
- Items not listed can be considered on a case by case basis upon written request

(c) Any funds not spent at the end of the year will be automatically contributed to the Group RRSP.

(d) One-half (½) of the Flex Spending Account will be available to all eligible employees in April of each year and the remaining half would be available in October of each year. For those eligible staff members who end their employment with Beaver EMS, the flex spending amount would be prorated to reflect the percentage of the year that they have worked.

(e) When amounts are exceeded in the first six (6) months, receipts may be held and submitted in the second six (6) month advancement provided that they fall within the flex spending criteria and the eligible employee is still employed with Beaver EMS.

ARTICLE 20 - STATUTORY HOLIDAYS

20.1 The following days shall be recognized as Statutory Holidays for the purpose of this Agreement:

New Year's Day	Victoria Day	Remembrance Day
Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
August Civic Holiday	Thanksgiving Day	Truth and Reconciliation Day

At no extra cost to the employer, an employee may substitute a paid statutory holiday for an alternative day and date in recognition of the employee's culture or religion. The employee shall provide a standing declaration of the substitute religious or cultural holiday of choice or provide no less than one (1) month notice to the employer. The operation of this sub-clause shall not result in the employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article.

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

(a) the Municipal Government in which the stations are located;

(b) the Province of Alberta.

20.2 To qualify for statutory holiday pay, the employee must:

(a) have worked their scheduled shift immediately preceding and immediately following the statutory holiday except where the employee is absence due to illness or an approved leave of absence of not greater than five (5) working days;

(b) work on the holiday when the employee is scheduled to do so.

20.3 Notwithstanding Article 20.2 above, while:

(a) on layoff, or

(b) an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or

(c) on other leaves of absence in excess of thirty (30) calendar days for any reason;

An employee absent from work in accordance with Articles 20.3a-c shall not be entitled to:

(a) a day off with pay or

(b) payment in lieu thereof,

for the aforementioned Statutory Holidays.

20.4 If the Statutory Holiday occurs on a day that is not the employee's (excluding temporary or casual employees) regularly scheduled day of work and the employee is required to work, they shall be paid the applicable overtime rate for all hours worked.

20.5 If the Statutory Holiday occurs on the employee's (excluding temporary or casual employees) regularly scheduled day of work and the employee is required to work, they shall receive their day rate plus the applicable overtime rate for each shift worked.

20.6 If the Statutory Holiday falls during the employee's (excluding temporary or casual employees) vacation, they shall receive an additional day with pay determined in accordance with Article 20.2.

20.7 Temporary and Casual Employees shall be paid the applicable overtime rates for all shifts worked on a Statutory Holiday.

ARTICLE 21 - ANNUAL VACATION

21.1 An employee shall not take vacation leave without prior authorization from management.

21.2 Authorized vacations may be changed by mutual consent of management and the employee.

21.3 An employee on vacation will not be recalled for work.

21.4 Permanent Full-time Employees shall be entitled to vacation with pay for regular hours of work and paid at the regular hour rate of pay as outlined below. This will be prorated to the full-time equivalent the employee is scheduled to work.

One day of vacation shall be paid at the rate of twelve (12) hours.

(a) Ten (10) days of vacation after one (1) full year of service;

(b) Twelve (12) days of vacation after four (4) full years of service;

(c) Sixteen (16) days of vacation after eight (8) full years of service;

(d) Eighteen (18) days of vacation after eleven (11) full years of service

(e) Twenty (20) days of vacation after fifteen (15) full years of service

(f) Twenty-four (24) days of vacation after twenty (20) full years of service.

21.5 Casual and Temporary Employees shall only receive vacation pay of four percent (4%) of wages or Employment Standards – whichever is greater.

21.6 Vacation Pay will be paid to Temporary Employees and Casual Employees as earned.

21.7 Vacation entitlement shall be taken in the year following the year within which it was earned.

21.8 Employees may be permitted to utilize accrued vacation prior to the completion of the current year with the prior approval of management.

21.9 Vacation with pay shall not accrue during periods while a permanent employee is:

(a) on layoff; or

(b) in receipt of compensation from the Workers' Compensation Board; or

(c) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or

(d) Short Term Disability greater than thirty (30) days; or

(e) on other leaves of absence in excess of thirty (30) calendar days for any reason.

21.10 An employee shall be entitled to receive his vacation in an unbroken period except where their 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 approval of the EMS Manager.

21.11 If two (2) full-time employees submit vacation requests for the same time period, and the employer is unable to approve both requests due to operational need, the most senior employee will have first choice if the applications were submitted by the vacation deadline as per Policy. After the designated deadline, the employee who made the first request will be granted first choice. If no vacation time is scheduled by June 1st of each year, the employer will assign the vacation time.

21.12 Vacation for one (1) year may be carried forward to the next year with prior written approval of Management.

21.13 Upon termination, an employee shall be paid out any unused vacation. In the case of the death of the employee, such unused vacation shall be paid to their estate as per the prevailing Labour standards rate.

ARTICLE 22 - LEAVES OF ABSENCE

Effective January 1, 2018, changes to legislation in Alberta has provided for several new unpaid leaves (such as but not limited to personal and family responsibility leave (five (5) days unpaid annually), domestic violence leave (ten (10) days unpaid annually), citizenship ceremony leave (½ day unpaid), critical illness of a child (thirty-six (36) weeks unpaid) or death or disappearance of a child fifty-two (52) weeks up to one hundred four (104) weeks unpaid) that can be found under the Employment Standards Code. If the leave provisions you require cannot be found within the Collective Agreement, please refer to the Employment Standards Code. *See Addendum A for details.*

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

22.1 **General Rules Covering all Leaves of Absences** – 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 leave of absence unless prior authorization has been received from the EMS Manager.

An employee who has been granted a leave of absence of any kind and who overstays the leave without authorization shall be considered terminated effective the day following the agreed-upon return to work date.

22.2 Notice of the intention to return to work must be given to the employer at least fourteen (14) days prior to the date of return specified if the date of return is earlier than that specified in Article 22.1.

22.3 **Maternity/Parental/Adoption Leave** - Employees who have completed a minimum of ninety (90) days continuous service in the employ of the employer shall be entitled to maternity and/or parental, or adoption leave in accordance with current provisions set out in the Alberta *Employment Standards Code.*

(a) Maternity (sixteen (16) weeks unpaid) and/or parental (up to sixty-two (62) weeks unpaid), or adoption leaves must be requested in writing, where possible, a minimum of six (6) weeks prior to the anticipated commencement of such leave. Leave can begin up to thirteen (13) weeks prior to the estimated delivery date. Birth mothers may combine the two leaves (Maternity and Parental) for a consecutive total of seventy-eight (78) weeks.

(b) An employee on such leave shall provide the employer with four (4) weeks written notice of readiness to return to work with a medical certificate indicating that resumption of work by the employee will not endanger their health, following which the employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in her pay scale or provide them with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to them to the date that they commenced leave.

(c) The employee shall have the option to maintain benefit coverage for the period of the maternity leave provided the employee pays the full cost of benefit premiums. Such payments shall be made at least one (1) month in advance on a month-to-month basis. Failure to make timely payments shall result in loss of benefit coverage.

22.4 **Leave** of two (2) working days with pay shall be granted upon the request of an employee to enable such employee to attend to matters directly related to the birth of their spouse's child.

22.5 **Special Leave**

Upon prior notification to the employer, leave of up to three (3) days with pay per calendar year may be granted for critical illness of the employee's spouse, parent, sibling, child or fiancée. The employee shall complete such forms as are required by the employer and provide proof of illness if required to do so. The employer may grant leave for other special circumstances.

22.6 **Educational Leave**

(a) The employer will encourage participation in educational programs.

(b) Applications for Educational Leave must be submitted in writing prior to the beginning of the educational program. The application must include the name of the program, a course description, the relevance of the course to the employer, the beginning and end date of the program.

(c) Employees may be granted an educational leave without pay at the discretion of management. Only those applications that can demonstrate the relevance of their chosen education to Beaver EMS will be considered.

(d) The employee while on education leave will be eligible for casual shifts.

22.7 **Bereavement** – temporary leave of absence without loss of regular earnings shall be granted up to a maximum of one (1) tour because of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-sister, step-brother, step-parent, step-child, fiancé, legal guardian. *Where bereavement leave is requested and the deceased is not on the list above, nor has any other bereavement leave been taken previously in the current year, up to three (3) unpaid days annually will be approved.*

22.8 **Public Office** – The employer may, in its discretion, grant a leave of absence without pay to an employee who wishes to become a candidate for public office for the period leading up to the election, on the condition that a conflict of interest will not be created by such action.

22.9 **Military Training – Reserve Force** – The employer recognizes the vital role of reservists in Canada's defence programs and as such will allow:

(a) ten (10) days leave without pay for employees choosing to join the Canadian Reserve Force;

(b) at the discretion of the EMS Manager, additional time off without pay for further training or courses;

(c) special leave without pay for peacekeeping or operational missions up to twelve (12) months in duration.

22.10 **Leave of Absence in Excess of Thirty (30) Days** – in the case of leaves of absence in excess of thirty (30) calendar days, employees shall cease to earn vacation (or sick leave) 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.

While on a leave of absence in excess of thirty (30) days in duration, an employee shall have the opportunity to remain on the employee Benefit package with the understanding that they are responsible for the pre-payment of the employee and the employer portions of the benefit premiums for the approved leave of absence. Premiums are due on the first day of the month following the leave, and if not paid within thirty (30) days the employee will be terminated from the benefits plans.

22.11 Seniority shall not accrue during an approved leave of absence in excess of thirty (30) days.

22.12 Any employee on leave of greater than six (6) months will be eligible for one tour of reorientation.

22.13 Personal Leave:

Effective January 1st, each permanent full-time employee shall have access to two (2) Personal days. An employee starting after January 1st will have their personal days prorated. Personal days shall be prorated to the employee's full-time equivalent.

(a) Employees will endeavor to provide a minimum of forty-eight (48) hours' notice; last minute requests will not unreasonably be denied;

(b) Employees may request to use both days consecutively.

(c) Considerations will be made based on operational requirements, but requests will not be unreasonably denied;

(d) Unused personal days will be forfeited at the end of each calendar year in the event they are not used.

ARTICLE 23 - SICK LEAVE

23.1 (a) Sick leave is provided by the employer for any illness, quarantine by the Medical Officer of Health, or any accident for which WCB is not payable.

(b) All Permanent Employees are covered by WCB, Long-Term Disability and Short-Term Disability plans for loss of work due to sickness or accident on a 24-hour basis.

23.2 (a) When a Permanent Full-time employee has completed their probationary period, they shall be allowed a credit for sick leave computed from the date of employment at the rate of one day for each full month of employment. Employees may accrue sick leave credits up to a maximum credit of 12 days. The employee shall not be entitled to apply sick leave credits prior to the completion of their probationary period.

(b) Part-time employees are prorated at fifty percent (50%) accrual.

(c) An employee may use up to fifty (50) percent of their accumulated sick time for:

(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.

(d) Should an employee require more than the allotted sick time, the employer will assess on a case-by-case basis.

(e) An employee who terminates their employment may be subject to repayment of any sick time paid in excess of their entitlement under Article 23.2 (a) or (b).

(f) Sick leave does not apply to casual employees.

23.3 All employees shall immediately notify the EMS Supervisor on the morning of their first (1st) day of absence through sickness. Employees are required to submit medical proof of illness for any claim for sick leave in excess of four (4) days.

23.4 The EMS Manager shall maintain and verify a true record of all sick leave.

23.5 Failure to comply with any of these requirements shall result in loss of pay for the period of absence or use of vacation days in lieu.

23.6 Should an employee be injured such that they would be unable to perform a substantial portion of their job duties while on off days or during vacation leave, the employee shall contact the employer and make an application for Sick Leave.

In the event the employee is treated by a physician, as an out-patient/in-patient and demonstrates to the satisfaction of the employer that this occurred during the course of the employee's vacation leave, the employer will consider a request by the employee to be provided a Sick Leave, in accordance with Article 23 for the duration of the treatment and/or recovery. Subsequent vacation time not taken shall be re-credited to the employee's vacation bank. The employee's request will not be unreasonably denied.

23.7 The employer will assist the employee, upon request, in the completion of the necessary forms in a timely manner. The employee may be required to attend a physician, upon the request of management. Any costs incurred are the responsibility of the employer.

23.8 Prior to the conclusion of Short Term Disability benefits, the employee may apply to LTD and /or CPP for disability consideration. The necessary forms will be provided to the employee by management well in advance to ensure reasonable time for plans to be considered.

When the employee is on Long Term Disability or Canada Pension Disability, the employee shall:

(a) Not suffer any loss of seniority or classification upon return to work provided the employee is absent from work for less than twenty-four (24) months.

(b) Not earn vacation credits/sick leave credits.

23.9 An employee automatically reverts to Short Term Disability benefits as determined by the carrier's policy.

23.10 An employee who is on an approved Short-Term Disability leave will have the option to continue on the employer's health benefits plans. The plan(s) must continue intact. The employee/employer ratio regarding health premium costs will remain unchanged while the employee is on an approved Short-Term Disability leave. The employee's portion of the premiums is due on the first day of each month following the leave, and if not paid within thirty (30) days the employee will be terminated from the health plan.

23.11 An employee on Long Term Disability or awaiting acceptance will have the option to continue on the employer's health benefit plan. The plan(s) must continue intact. The employee/employer ratio regarding health premium costs will remain unchanged while the employee is on or awaiting acceptance of Long Term Disability leave. The maximum length of time that the employer will contribute towards these health premiums is one hundred four (104) weeks (two years). Should Long Term Disability leave be extended beyond the one hundred four (104) week period, the employee would be responsible for one hundred percent (100%) of the health premiums (employee and employer). The employee's portion of the premiums is due on the first day of the month following the leave, and if not paid within thirty (30) days the employee will be terminated from the health plan(s).

23.12 An employee who is on sick leave, Long Term Disability or Short-Term Disability is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.

23.13 An employee found to be abusing sick leave, Long Term Disability or Short-Term Disability, or using it for personal gain, must repay any sick leave benefits paid and will be terminated for just cause.

23.14 The employer may require that an employee be examined by an independent medical practitioner where:

(a) There is prolonged frequent absence from work due to illness;

(b) There is an apparent misuse of sick leave; or

(c) There is concern about the employee's ability to satisfactorily perform the required duties, due to disability or illness.

23.15 Employees who are unable to work because of a workplace injury are required to apply for WCB benefits, in which case the provisions of that legislation will govern the employee's absence from work and entitlement to pay or compensation.

23.16 Employees who are unable to work because of a non-workplace illness or injury are required to apply for short-term or long-term benefits directly from the insurance benefits Plan. The Plan will determine eligibility and entitlement, as well as any appeals of such issues.

ARTICLE 24 - LAYOFF AND RECALL

24.1 Definition of Lay-off: A layoff shall be defined as a reduction in the workforce.

24.2 Notice of Lay-off: Permanent employees shall receive fourteen (14) days' working notice or pay in lieu thereof of the employer's intention to lay-off. A copy of such notice shall be provided to the union.

24.3 Skill, ability and qualifications being equal, the employer shall give lay-off notice to the employee with the least seniority in the job classification where the lay-off occurs.

24.4 Recall

(a) Where employees have been laid off in accordance with Articles 24.2 and 24.3, they shall be recalled in the reverse order they were laid off to the first available job within their classification.

(b) The employer will contact employees on lay-off in person or by phone for the purpose of recall in accordance with article 24.4a. Where recall in this manner is not possible, recall shall be deemed to have been carried out seven (7) days after the posting of a double-registered letter to the last known address of the employee according to the employer's records.

(c) Where an employee does not return to work as required, within seven (7) days of being recalled, in accordance with article 24.4(b), the employment relationship shall be terminated.

24.5 No employees shall be hired by the employer until eligible employees on lay-off have been given the opportunity to return to work in accordance with Article 24.4.

24.6 (a) The right to recall in accordance with Article 24.4 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

(b) When employment is terminated in accordance with Article 24.6(a), or for any other reason without just cause, termination pay shall be payable based on the minimum requirements of the Employment Standards Code, as amended from time to time.

(c) If at any time during the term of this Collective Agreement the notice periods are less than the minimum requirements of the *Employment Standards Code* the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.

ARTICLE 25 - COURT APPEARANCE

25.1 If an employee is subpoenaed to appear as a witness as a direct result of their active duties with Beaver EMS during their vacation, affected vacation days shall be added back to their vacation days.

The employee must provide a copy of such subpoena to the employer.

25.2 (a) If a regular employee, as a direct result of their active duties with Beaver EMS, is subpoenaed to appear as a witness or a defendant during their regular hours of work, they shall not suffer loss of pay as a result of such appearance. If an employee is required to appear as a witness or a defendant during their off days, they shall be paid for such an appearance.

(b) Employees on shift will receive eight (8) hours of rest prior to court time without loss of pay.

25.3 If a regular employee is required to appear for jury duty during regular hours they shall not suffer loss of pay as a result of such appearance. Any money paid to the employee, by the courts, shall be signed over to the employer utilizing the appropriate forms.

25.4 If a casual employee as a direct result of their active duties with Beaver EMS is required to appear in court, they shall receive their basic hourly rate of pay for their court time to the nearest fifteen (15) minutes.

25.5 **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 course of their employment with the employer and provided that the member was not grossly negligent in the performance of their duties.

ARTICLE 26 - REMUNERATION

26.1 All employees will receive a mid-month advance upon request, of up to a maximum of two thousand dollars ($2,000) payable not later than the 15th of the month and the balance owing will be payable no later than the last day of the month. Cutoff will be on the 25th of each month. A statement of entitlements including but not limited to sick time, vacation time and lieu time will be made available with the employee's paystub upon request.

26.2 All employees must submit a time sheet for payment in accordance with the schedule established by the employer. If the employee fails to submit their overtime/extra time as required, the employee's overtime/extra time pay will be withheld to the following month's pay period.

ARTICLE 27 - MEDICAL EXAMINATIONS

27.1 The employer agrees to deduct from the Employee's Flex Spending Account, the costs for medical examinations for the renewal of full-time employees' operator certificates.

27.2 The employer reserves the right to request a medical by a physician, designated by the employer, for any reason. The cost of this medical will be the responsibility of the employer.

ARTICLE 28 - PROFESSIONAL FEES

28.1 The employer agrees to deduct from the employee's Flex Spending Account, driver's abstracts as required for current employees, Alberta College of Paramedics (ACoP) registration fees and the renewal of registration on behalf of all full-time employees. Casual employees whose registration fees are not paid by another employer may be considered for paid registration fees, upon written request to management on a case by case basis without prejudice or precedence.

28.2 Any official tax receipt is to be given to the employer.

ARTICLE 29 - SAFETY

29.1 No employee shall be permitted to operate equipment, administer drugs or use any new technique until trained in that particular procedure or technique. An employee may, during the training period, administer, use or operate as stated above under direct supervision of a qualified employee.

ARTICLE 30 - UNIFORM AND CLOTHING ALLOWANCE

30.1 (a) An employee (except casual employees) shall be allowed a total inventory of: *(The employer will supply all patches, name tags, ID cards and epaulettes)*

- one (1) all season jacket
- four (4) uniforms (or shirt/pants = one (1) jumpsuit/flight suit)
- four (4) t-shirts
- safety glasses are supplied on the units.
- one (1) sweater

(b) Uniform issue items shall be replaced by the issue of new items as required. Items being replaced shall be returned to management upon receipt of new issue.

(c) Employees will have the option to purchase additional uniform shirts and pants or kit items – including but not limited to hats, boots, gloves, through deduction from their Flex Spending Account.

30.2 Supplied uniforms are only to be used while on shift with Beaver EMS.

30.3 Upon termination for any reason, all issued clothing and equipment issued to an employee shall be returned to the employer. Any purchased items identifying Beaver EMS or patches must be returned to the employer.

30.4 The employer shall be responsible for any costs incurred by an employee requiring alterations to any items listed in Article 30.1 with prior authorization of management.

CLOTHING - CASUAL EMPLOYEES

30.5 (a) Casual employees designated by management shall receive upon employment the following items of clothing:

two	(2)	uniforms
two	(2)	t-shirts
one	(1)	all season jacket will be supplied while on shift
one	(1)	sweater

(b) The provisions of 30.1 (b), 30.2, 30.3, and 30.4 shall apply to casual employees.

(c) Employees will have the option to purchase additional uniform shirts and pants through a single payroll deduction.

ARTICLE 31 - WORKERS' COMPENSATION

31.1 The employer shall maintain Workers' Compensation Board coverage for all employees covered by this Agreement.

31.2 If an employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the employer, and is not disabled for longer than the day of the accident, the employee shall receive their basic rate of pay for the remainder of their shift.

31.3 An employee who is incapacitated and unable to work as a result of a work-related injury or illness within the meaning of the Workers' Compensation Act, and as confirmed by WCB, shall receive their salary at the employee's WCB rate with all regular deductions from the employer provided the employee assigns over to the employer on proper forms the monies due from the Workers' Compensation Board for time lost due to the accident. The employer will not be required to top up the difference between the employee's regular salary and the WCB rate.

31.4 An Employee receiving compensation benefits pursuant to Article 31.3 shall be deemed to be on Workers' Compensation leave and shall:

(a) remain in the continuous service of the employer;

(b) cease to earn sick leave and vacation credits;

(c) shall be required to pay their share of benefit premiums to the employer on a monthly basis in order to continue their coverage of such benefits.

31.5 An employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

(a) capable of performing the duties of their former position, shall provide the employer with fourteen (14) days written notice of readiness to return to work. Such notice shall not be required in the case of short-term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The employer shall then reinstate the employee to the same position they held immediately prior to their disability.

(b) incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the sick leave provisions or the benefit provisions.

31.6 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

31.7 The employee is required to provide the employer with documentation from their physician, describing the employee's ability to return to work. Such documentation shall be provided to the employer on a monthly basis. Where the employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period. Any and all obligations of the employer shall be negated should more than one (1) month pass since the employee was obligated to provide such documentation and he has failed to do so.

31.8 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability, where an employee who is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 32 - MEMBER EDUCATION

32.1 The employer shall provide for the certification and recertification in programs or courses, relevant to job-compliance (ability to be scheduled) with Beaver EMS (required by AHS) or ACoP licensing requirements at no loss of regular pay. A claim for time off with pay for regular shifts not worked shall not exceed the number of days required for certification or recertification.

32.2 Upon successful completion, the employer shall deduct from the employee's Flex Spending Account, all associated costs in respect to registration of the course and course texts.

32.3 The employer may provide these programs in-house, in conjunction with other agencies, or through an established continuing education provider. The employer will establish dates for certification and recertification of these programs with the expectation that all staff will attend.

32.4 Every effort will be made to ensure that staff is aware of the dates in advance and that enough dates are provided to meet the varying schedules of staff to ensure that courses are provided during working hours. Where required, staff will be taken off car during their shift to complete a course. This does not apply to on-line courses, which can be done during core hours as active duty.

32.5 Although education obligations are directed towards permanent (regular) employees, casual employees who are on shift when an educational is offered, will be given the same educational opportunity where possible.

32.6 Where a regular employee is unable to attend on a scheduled date due to extenuating circumstances that the employer has been made aware of, and where there are no other available dates within scheduled working hours prior to the deadline requirements, arrangements may be made with the employer to take the course with all costs of the course, time attended and travel reimbursed on a day off. Prior approval of management is required and will not be unreasonably denied.

36.7 Where a casual employee has no scheduled working days that coincide with the course dates provided prior to the deadline requirements, the casual employee may opt to voluntarily attend the course on a day off without reimbursement, or obtain the required course elsewhere prior to the deadline at their own cost. Prior approval of attendance is required and will not be unreasonably denied.

36.8 Where the employer directs any employee to participate in a course on a day off, the employee will be compensated at straight time for all hours in attendance, or three (3) hours – whichever is greater.

ARTICLE 33 - PARKING STALLS

33.1 The employer will provide access to parking stalls with the ability to plug-in, on a first come first served basis for on-duty personnel.

ARTICLE 34 - STATION AMENITIES

34.1 Current station amenities will be available for the staff to use.

ARTICLE 35 - BULLETIN BOARD SPACE

35.1 The employer shall provide bulletin boards to the union. The union may be permitted to post notices of meetings and other approved notices, which may be of interest to employees of the employer.

ARTICLE 36 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

36.1 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood.

36.2 Upon service of at least seven (7) days' written notice to the employer, the personnel file of that employee shall be made available for examination in the presence of an authorized representative of the employer.

36.3 All reviews, grievances, discipline, investigations or complaints are to be removed after two (2) years from the date of the occurrence on the employee's file, provided there are no further occurrences of a similar nature.

ARTICLE 37 - PROMOTIONS, DEMOTIONS AND VACANCIES

37.1 All applications for newly created positions or promotion shall be made in writing, in the form of a resume, to the employer. All requirements in the posting will be provided at the applicant's expense.

37.2 Applicants for promotion shall be informed in writing of their acceptance or rejection within ten (10) calendar days of the date of the appointment.

37.3 (a) When a vacant position is required to be filled, the employer shall post notices of the vacancies within thirty (30) calendar days of the position being vacated.

(b) When circumstances require the employer to fill a posted vacancy before the expiry of ten (10) calendar days, the appointment shall be made via the casual employees list at the discretion of management.

(c) The employer may consider internal and external applicants. All vacancies shall be filled whenever possible by promotion from within.

(d) The notice of posting referred to in Article 37.3(a) shall contain the following information:

(i) duties of the position;

(ii) qualifications required;

(iii) hours of work;

(iv) status of position and approximate term;

(v) salary grid;

(vi) required knowledge, skill and experience.

All promotions shall be on a trial basis. The promoted employee will be given a trial period of up to three (3) months in which to demonstrate their ability to perform the new tasks to the satisfaction of the employer. Should such employee fail to succeed during the above-mentioned trial period or should the employee not wish to complete the trial period, the employer will make a sincere effort to reinstate the employee in their former position without loss of seniority or, if such reinstatement is not possible, place the employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of their former position. This process shall be administered on a without prejudice basis.

Temporary Vacancies

(e) All temporary vacancies shall be posted.

(f) The employee accepting the temporary vacancy shall revert back to their former position when the vacancy comes to term.

37.4 In making promotions or demotions falling within the scope of the agreement, the determining factors shall in Management's view be an employee's skill, training, qualifications, work history and job knowledge. Where two (2) or more employees are relatively equal, with respect to all the aforementioned, then seniority shall be the determining factor.

37.5 When an employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the basic rate of pay for their current classification or the basic rate of pay of the job to which he is temporarily transferred, whichever is higher.

37.6 When an employee is promoted to a classification assigned a higher salary scale, the employee will be advanced to a step in that higher scale that provides for an increase of at least one (1) increment value from the Employee's existing salary level. The employee's anniversary date for the purposes of their next increment shall be the date of their promotion.

37.7 Transition from Primary Care Paramedic (PCP) discipline to an Advanced Care Paramedic (ACP) discipline does not move laterally on the pay grid step for step.

ARTICLE 38 - RESIGNATION/TERMINATION

38.1 An employee shall give to the employer at least fourteen (14) calendar days notice in writing of their desire to terminate their employment.

38.2 An employee who voluntarily leaves the employ of the employer shall receive the wages and vacation pay to which they are entitled within seven (7) days from the day they terminate their employment.

38.3 An employee shall be considered to be terminated when:

(a) they are absent from work without good and proper reason and/or the approval of the employer; or

(b) they do not return from leave of absence or vacation as scheduled; or

(c) they do not return from lay-off as required, or has been on lay-off for a period of time exceeding half their length of service, but, in any event, not to exceed a period of six (6) months on lay-off.

(d) an employee who has been absent without notifying the EMS Supervisor without reasonable excuse, shall be considered to have vacated their position.

ARTICLE 39 - DISCIPLINE AND DISMISSAL

39.1 Except for an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.

39.2 The employer will follow the progressive discipline model. 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.

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

39.4 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.

39.5 (a) An employee who has been subject to disciplinary action shall, after two (2) years for non-medical and two (2) years for medical from the date the disciplinary measure was initiated, request in writing, that their record be cleared of that disciplinary action.

Upon receipt of the request, the employer will expunge the disciplinary record from the employer's files provided the employee has not been issued further disciplinary sanction of a similar or identical nature.

(b) Disciplinary records expunged in accordance with the foregoing shall not be used in any formal reviews of any individual grievances (including arbitration) or influence future layoffs or job opportunities.

39.6 An employee shall, should they so choose, be permitted to have a union representative present when they are interviewed for the purposes of the application of discipline by the employer. It shall be the employee's responsibility to arrange for the timely presence of such union representatives, with no cost to the employer.

39.7 Nothing in the foregoing prevents the employer from pursuing the employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause. The employee shall be advised that they have the right to have union representation present in such cases.

39.8 All employees are required to obey and abide by all employer policies, regulations and other directives, whether written or verbal.

39.9 An employee who is dismissed shall receive any and all payments legally owed to them by the employer at the next regular pay period provided the employee has returned all uniform issue and employer property as required.

ARTICLE 40 - GRIEVANCE/ARBITRATION PROCEDURE

40.1 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.

40.2 The time limits specified shall not 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.

40.3 Except where there is agreement to extend the time limits as specified in 40.2, if the employer or the union fails to comply with the provisions, the grievance may be processed to the next step.

40.4 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.

40.5 An employee with a grievance will first seek to settle the dispute on an informal basis within ten (10) days following the date of the occurrence giving rise to the grievance with the Manager. The employee may seek the assistance of a union representative under this clause.

40.6 **Step 1** – Failing satisfactory settlement, and within ten (10) days after management's response following informal discussions, an individual grievance must be submitted to the EMS Manager in writing by the union. A union policy grievance must be submitted in writing within ten (10) days of the date that the union became aware of the incident giving rise to the grievance.

40.7 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 within ten (10) days from the receipt of any submission at this step.

40.8 **Step 2** – Failing settlement at Step 1, and within ten (10) days after receipt of the written response from management in Step 1, the grievance may be submitted to the Executive Director in writing. The Executive Director shall hold a meeting with the representative of the union and provide a written decision on the grievance within ten (10) days of the meeting.

40.9 **Step 3** – If the decision of the Manager does not settle the individual or policy grievance, the union must within ten (10) working days from the day the decision was received by the union, appeal the decision in writing to the Board of Directors – Beaver Ambulance Society. Such appeal shall specify the full particulars of the grievance and the remedy requested.

40.10 **Step 4** – Failing settlement at Step 3, the grievance may be presented within ten (10) days as hereinafter described to a Mediator to reach a negotiated settlement. The Mediator shall be agreeable to both parties and such discussions shall be without prejudice and non-binding.

40.11 **Step 5** – Failing settlement at Step 4, the grievance may be processed to Arbitration within ten (10) days as hereinafter described.

40.12 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.

40.13 Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the Board of Directors – Beaver Ambulance Society decision, notify the other party in writing of its intention to do so and name its appointee to the arbitration board, or state its desire to consider the appointment of a single arbitrator.

40.14 Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:

(a) inform the other party of the name of its appointee to the arbitration board; or

(b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single arbitrator, an arbitration board shall be established.

40.15 Where appointees to the board have been named by the parties, they shall endeavour to select a mutually acceptable chairman or the arbitration board. If they are unable to agree upon the choice of a chairman, an application shall be made to the director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Code.

40.16 The Arbitrator or Arbitration Board shall hear and determine the grievance and shall issue an award in writing and their decision shall be final and binding upon the employer and the union and upon any employee affected by it.

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

40.18 The Arbitrator or the Arbitration Board, by their decision, shall not alter, amend, or change the terms of the Collective Agreement.

40.19 The time limits fixed in the arbitration procedure may be extended by consent of the parties and where specified shall be exclusive of Saturdays, Sundays, and declared general holidays.

ARTICLE 41 - SALARIES

41.1 The basic rates of pay for all employees are as follows:

BEAVER AMBULANCE SOCIETY

Any increases on the AHS wage grid will automatically be reflected on this wage grid.

Current Wage									
Full time	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	
(PCP)									
Hour rate	29.05	29.84	30.87	31.96	33.14	34.26	35.45	36.68	
(ACP)									**STEP 9**
Hour rate	36.25	37.54	38.87	40.26	41.68	43.16	44.70	46.10	47.72
April 1, 2024 +1%									
Full time	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	
(PCP)									
Hour rate	29.34	30.14	31.18	32.28	33.47	34.60	35.80	37.05	
(ACP)									**STEP 9**
Hour rate	36.61	37.92	39.26	40.66	42.10	43.59	45.15	46.56	48.20
April 1, 2025 +3%									
Full time	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	
(PCP)									
Hour rate	30.22	31.04	32.11	33.25	34.48	35.64	36.88	38.16	
(ACP)									**STEP 9**
Hour rate	37.71	39.05	40.44	41.88	43.36	44.90	46.50	47.96	49.64
Upon Ratification - Market Adjustments									
Full time	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	
(PCP)									
Hour rate	32.77	33.66	34.82	36.05	37.39	38.65	39.99	41.38	
(ACP)									**STEP 9**
Hour rate	39.22	40.61	42.05	43.56	45.09	46.70	48.36	49.88	51.63
April 1, 2026 +3%									
Full time	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	
(PCP)									
Hour rate	33.75	34.67	35.86	37.13	38.51	39.81	41.19	42.62	
(ACP)									**STEP 9**
Hour rate	40.40	41.83	43.31	44.87	46.44	48.10	49.81	51.38	53.18

Retroactivity will apply only where it is indicated. All other provisions will come into effect upon ratification by both parties.

Weekend premiums, paid on call increase and the Market adjustment will take effect upon ratification.

ARTICLE 42 – RECOGNITION OF PREVIOUS EXPERIENCE

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 twelve (12) months immediately preceding employment with Beaver Ambulance, the employee at the discretion of the employer, may be placed ahead of start/probation level on the wage grid.

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 43 - CRITICAL EVENT RESPONSES

43.1 Following a Critical Event an employee may request to be provided with a minimum of one (1) hour off duty with pay following the completion of the critical event. This shall not be unreasonably denied. A critical event is defined as an event or a series of events that has a stressful impact enough to overwhelm the usually effective coping skills of either an individual or a group.

43.2 In cases of a critical event an employee feels that they are unable to complete the remainder of their shift as a result of the impact of the critical event, they will be relieved of duty and allowed to leave their shift without penalty to their pay, sick bank/personal leave bank and/or vacation bank.

43.3 For each claim, the employer and the employee shall complete the appropriate WCB documentation if the difficult or critical call results in an absence from the workplace beyond the day of the incident or necessitates health care intervention.

43.4 Where critical incident or stress debriefing is requested by an employee, it shall be provided as soon as practicably possible, and the employee will suffer no loss of earnings for the duration of the shift. If an employee requests mental health services, the employer will make reasonable efforts to inform the employee of resources available throughout the Company. Any request by the employee for such services shall not be unreasonably denied.

ARTICLE 44 – UNDERPAYMENTS/OVERPAYMENTS

44.1 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' overpayments from the date that the mistake occurred. This parallels the ability of the employee to recover under-compensation errors for a similar period.

44.2 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. 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.

44.3 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 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.

44.4 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.

IN WITNESS WHEREOF the parties have executed this Collective Agreement affixing hereto the signatures of their proper Officer in that behalf.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon by the employer and the Canadian Union of Public Employees Local 5133 – Beaver EMS through the process of collective bargaining.

ON BEHALF OF
Beaver Ambulance Society

ON BEHALF OF
Canadian Union of Public Employees
Local 5133

[redacted]

LETTER OF UNDERSTANDING

Between

BEAVER AMBULANCE SOCIETY
(hereinafter referred to as the Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5133
(hereinafter referred to as the Union)

RE: Scheduling Pilot

The Parties agree to Pilot a temporary scheduling change subject to the Collective Agreement except for the following Sections and Articles:

DEFINITIONS:

26. Day: For the purposes of determining entitlements with pay under annual Vacation, Sick Leave and Personal Leave, a day is defined as **an** eighteen (18) hour period for Core Flex Truck, and **ten point five** (10.5) hour period for the Assembled Peak Truck.

ARTICLE 16 - HOURS OF WORK

16.1 (a) The employer shall endeavour to ensure that employees do not work more than sixteen (16) hours of active duty in a twenty-four (24) hour period, except in an emergency. If an employee has worked more **than** sixteen (16) hours of active duty in a twenty-four (24) hour period, they will be entitled to eight (8) hours of uninterrupted rest without loss of earnings. If there are no bargaining unit members available, the employee may be required to return to work.

16.7 (ii) Regular hours of work schedules, are as follows:

(a) Three (3) Platoon Core flex system, consisting of two (2) twenty-four (24) hours shifts, followed by four (4) days off.

A Core flex shift shall consist of a twenty-four (24) hour shift consisting of not less than two (2) core hours, with the balance of the shift being flex hours, followed by on-call hours for the remainder of the twenty-four (24) hour period. The Employee shall be compensated for eighteen (18) hours of active duty at their basic rate of pay and six (6)

hours at the on-call rate of seven dollars ($7.00) per hour, with annual hours of work for full-time employees to be two thousand one hundred and ninety (2190). During the core hours of the shift, the employees are expected to be assembled at the station, at which time unit checks, station duties, and assigned responsibilities are performed. During flex hours, the employee is permitted to respond from within the community but must return to the station without delay to attend to any ambulance calls that are dispatched to them, within the chute time assigned to the employer and in compliance with Alberta Health Services. Overtime rates will apply to active duty performed in excess of eighteen (18) hours of active duty per shift.

(b) Assembled Shift shall consist of a ten and a half (10.5) hour, Tuesday to Friday, **ninety** (90) second chute time, shift schedule that will be two thousand one hundred and eighty-four (2184) hours per year.

ARTICLE 21 - ANNUAL VACATION

21.4 Permanent full-time employees shall be entitled to vacation with pay for regular hours of work and paid at the regular hour rate of pay as outlined below. This will be prorated to the full-time equivalent the employee is scheduled to work.

Full Years of Employment	Days based off 12's	Converted to Hours
1-3	10	120
4-7	12	144
8-10	16	192
11-14	18	216
15-19	20	240
20+	24	288

ARTICLE 23 - SICK LEAVE

23.2 (a) When a Permanent full-time employee has completed their probationary period, they shall be allowed a credit for sick leave computed from the date of employment at the rate of one **(1)** day for each full month of employment. Employees may accrue sick leave credits up to a maximum credit of **eight (**8**)** days for core flex shifts and **fourteen (**14**)** days for assembled peak hour shifts. The employee shall not be entitled to apply sick leave credits prior to the completion of their probationary period.

1. This Letter of Understanding is made on a without prejudice basis and without precedent to any other matter that may arise in the future between the Employer and the Union.

2. The parties will meet in March 2027 to discuss and address any issues with the pilot program.

3. The employer agrees to provide the Union with statistics related to this pilot program upon request.

4. This pilot program and Letter of Understanding will take effect November 1 2026, and will expire upon ratification of the Collective Agreement that replaces the current agreement set to expire March 31, 2027, and is subject to ratification by the members of CUPE Local 5133.

   The Parties agree that this Letter of Understanding may be renewed upon mutual agreement, with or without amendments.

On behalf of the EMPLOYER	On behalf of the UNION
[redacted]	