



TITLE

**SHIFT GIVEAWAYS AND SHIFT EXCHANGES**

SCOPE

Provincial: Emergency Medical Services

DOCUMENT #

SWE-EMS-08-01

APPROVAL AUTHORITY

Senior Provincial Director and Chief Paramedic

INITIAL EFFECTIVE DATE

June 20, 2018

SPONSOR

Associate Executive Directors; Edmonton Zone and Calgary Zone

REVISION EFFECTIVE DATE

February 21, 2019

PARENT DOCUMENT TITLE, TYPE, AND NUMBER

EMS Time Off Requests Policy (#SWE-EMS-08)

SCHEDULED REVIEW DATE

February 21, 2022

**NOTE:** The first appearance of terms in bold in the body of this document (except titles) are defined terms – please refer to the Definitions section.

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## OBJECTIVES

- To align with Alberta Health Services (AHS) policy and union Collective Bargaining Agreements.
- To provide guidance for Emergency Medical Services (EMS) Staff regarding **shift giveaways** and **shift exchanges**.

## APPLICABILITY

Compliance with this document is required by all Alberta Health Services employees, members of the medical and midwifery staffs, students, volunteers, and other persons acting on behalf of Alberta Health Services (including contracted service providers as necessary).

## ELEMENTS

### 1. Special Considerations

- 1.1 Where a Collective Bargaining Agreement varies from the provisions of the procedure, the Collective Bargaining Agreement prevails.
- 1.2 Non-Union Exempt Employees (NUEE) will refer to the AHS Non-Union Exempt Employees Knowledge Guide for direction on topics below, as applicable.

### 2. Qualifying for Shift Giveaways and Shift Exchanges

- 2.1 Shift giveaways and shift exchanges may occur between **regular employees** and **temporary employees** of the same classification (example: Primary Care Paramedic (PCP) for PCP). Temporary employees must seek approval from their

applicable **supervisor** prior to participating in shift giveaways and shift exchanges.

- a) **Casual employees** may exchange pre-scheduled casual **shifts** with other casual employees of the same classification.
  - b) Casual employees do not have shift giveaway privileges.
- 2.2 EMS Staff requesting a shift giveaway or a shift exchange are responsible for the scheduled shift(s) until it is approved within the applicable scheduling software.
  - 2.3 EMS Staff may have a maximum of eight (8) approved shift giveaway requests in a calendar year and a maximum of 24 shift exchanges in a calendar year.
    - a) Consecutive absence from work due to shift exchanges for greater than three (3) months (or 12 tours) will not be authorized.
  - 2.4 The EMS Staff member who is working the shift that was given away or exchanged shall have a minimum of eight (8) hours off between scheduled shifts. This is inclusive of training activities, court and any shifts worked with AHS and/or non AHS employers.
  - 2.5 Shift giveaways and shift exchanges cannot result in overtime; however shift premiums may apply as applicable.
  - 2.6 Partial shift giveaways and partial shift exchanges are not permitted.
- 3. Requesting Shift Giveaways and Shift Exchanges**
- 3.1 Shift giveaway and shift exchange requests shall be submitted electronically using the applicable scheduling software a minimum of 48 hours before the start of the shift.
  - 3.2 The AHS Global email address system shall not be used to solicit shift giveaways and shift exchanges.
- 4. Approval**
- 4.1 4.1 Once a shift giveaway or a shift exchange is approved, it is considered a regularly scheduled shift and is the responsibility of the EMS Staff member who has accepted the shift that was given away or exchanged.
    - a) The EMS Staff member who is working this shift is responsible to become aware of changes in work location resulting from operational needs.
  - 4.2 The EMS Staff member who works the shift shall receive payment.
  - 4.3 Reciprocation of a shift exchange must occur within 60 days from the date that the initial shift was exchanged.

- 4.4 All regular EMS Employees with benefits shall be aware that working less than regularly scheduled annual hours may impact (reduce) their pension.
- 4.5 Shift giveaways and shift exchanges may be approved provided that there is no increase in cost to the Employer.

## DEFINITIONS

**Casual employee** means an EMS employee who works on a call-in basis and is not regularly scheduled; or is regularly scheduled for a period of three months or less for a specific job; or relieves for an absence the duration of which is three months or less.

**Manager** means the person responsible to oversee operations in accordance with the Delegation of Human Resource Authority Chart. Given the variation of leadership levels across the province, functionally this may translate to; supervisor, coordinator, or team leader.

**Regular employee** is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

- (i) “full-time employee” is a regular employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
- (ii) “part-time employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

**Shift** means a daily tour of duty exclusive of overtime hours.

**Shift exchange** means that EMS Staff may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

**Shift giveaway** means that EMS Staff may giveaway shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

**Supervisor** means a leadership role in EMS that reports directly to a Manager. This position is responsible and accountable for providing frontline direction and leadership towards the activities of EMS in support of the vision, mission and business plan of Alberta Health Services. A supervisor can be from either a direct delivery service or a contracted provider.

**Temporary Employee** is one who is hired on a temporary basis for a full-time or part-time position:

- (i) For a specific for a specific job of more than three (3) months and less than twelve (12) months; or
- (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

## REFERENCES

- Alberta Health Services Resources:
  - *Non-Union Exempt Employees Knowledge Guide* (Updated November 2016)
  - *Alberta Health Services Pension Standards*
- Non-Alberta Health Services Documents:
  - The Health Sciences Association of Alberta (Paramedical Professional and Technical Employees) Collective Bargaining Agreement, April 1, 2017 to March 31, 2020

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