

# **COLLECTIVE AGREEMENT**

**between**

**St. Paul and District Ambulance Service**

**and**

**Canadian Union of Public Employees,  
Local 3197-01**



---

**Term: June 1, 2006 - May 31, 2009**

# TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Amendment and Termination.....	1
2	Preamble .....	1
3	Scope.....	2
4	Definitions .....	2
5	Management Rights.....	4
6	No Strike or Lockout .....	4
7	Union Security .....	4
8	No Discrimination.....	5
9	Union and Employer Representation .....	5
10	Union Officers .....	6
11	Hours of Work.....	6
12	Work Schedule .....	6
13	Pay for Overtime Work and Statutory Holiday Work .....	7
14	Extra Duty .....	8
15	Court Time .....	8
16	Employment.....	8
17	Posting and Filling of Vacancies .....	9
18	Seniority.....	10
19	Lay-Offs, Terminations.....	11
20	Promotions.....	12
21	Leave of Absence .....	12
22	Statutory Holidays and Entitlement.....	15
23	Annual Vacation.....	15
24	Staff Development .....	17
25	Duty Expense .....	17
26	Clothing and Equipment.....	18
27	Disciplinary Action .....	19
28	Grievance Procedure.....	19
29	Remuneration .....	21
30	Benefits.....	22
31	Indemnification.....	23
32	Committees.....	23
33	Performance Evaluations.....	24
34	Professional Registration .....	24
	Appendix "A" - Wages.....	26
	Letter of Understanding re Contracting Out .....	27
	Letter of Understanding re Overtime Hours .....	28

Collective Agreement effective this 1st day of June, AD 2006.

BETWEEN:

ST. PAUL AND DISTRICT AMBULANCE SERVICE  
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3197-01  
(hereinafter referred to as the "Union")

### **ARTICLE 1 - AMENDMENT AND TERMINATION**

- 1.01 The duration of this Agreement shall be for the period of June 1, 2006 to May 31, 2009.
- 1.02 This Agreement shall take effect on the date of signing and shall continue in force and effect beyond the expiration date from year to year thereafter, unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days prior to the expiration date, and negotiations shall commence within thirty (30) days of receipt of written notice subject to the provisions of the Labour Relations Code, and the existing Agreement shall remain in force until either the expiration date of this Agreement has passed and the Union has issued a notice to strike in accordance with the provisions of the Labour Relations Code, or the expiration date of this Agreement has passed and the Employer has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.
- 1.03 Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

### **ARTICLE 2 - PREAMBLE**

- 2.01 Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent pre-hospital care, it is the intent of the parties to:
- (a) ensure the provisions of the best possible service and care;

- (b) protect the interest of patients, employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

2.02 The parties agree changes to existing policy, practice or procedure with respect to conditions of work or the introduction of new equipment, shall be discussed in advance at a meeting of the Union Management Committee.

### **ARTICLE 3 - SCOPE**

3.01 This Agreement shall apply to all employees employed by the St. Paul and District Ambulance Service, whose bargaining rights are held by the Canadian Union of Public Employees, Local 3197-01, Alberta, under Certificate No. 74-88, issued by the Labour Relations Board of Alberta.

3.02 If the Employer creates a new classification coming within the scope of this Agreement, it shall enter into negotiations with the Union to establish an appropriate salary structure to be included in Appendix "A" of this Collective Agreement.

3.03 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 arbitration.

### **ARTICLE 4 - DEFINITIONS**

4.01 Calendar Year

Shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

4.02 Day

Shall be defined as that period of time commencing at 0730 hours to 0730 hours.

4.03 Employee

Shall mean an individual who comes within the scope of this Agreement.

4.04 Off Days

Shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work under this Agreement.

- 4.05 Position  
Shall mean a specific set of duties and conditions, as described in a job description, and developed for the purpose of assignment to an incumbent.
- 4.06 Regular of Hours of Work  
Shall mean the assigned hours of work, exclusive of overtime.
- 4.07 Regular Hourly Rate of Pay  
Shall mean the hourly rate of pay assigned to an incumbent of a position within the pay range in Appendix "A" of this Agreement.
- 4.08 Registered  
Shall mean employees registered under the Health Disciplines Act and Regulations.
- 4.09 Shift  
Shift is defined as a daily tour of duty inclusive of paid and unpaid rest and meal breaks, regularly scheduled hours of work and exclusive of overtime.
- 4.10 Regular Employee  
Shall mean an employee who has completed his initial probationary period to become a regular employee and who occupies a position the duties of which are of a continuing nature and indefinite extent.
- 4.11 Full-Time Employee  
Shall mean an employee who occupies an established position in which he, the incumbent, is required to work the regular hours of work established herein.
- 4.12 Part-Time Employee  
Shall mean an employee who occupies a position established as such in which the incumbent is required to work not less than twenty (20) hours per week, averaged over a complete shift cycle.
- 4.13 Temporary Employee  
Shall mean an employee who is hired for a predetermined period of time or a predetermined task, or is engaged for relief, not to exceed 12 (twelve) months in duration, without prior notification being given to the Union.
- 4.14 Casual Employee  
Shall mean an employee who works on a relief, call-in, or casually scheduled basis.

4.15 Probationary Employee

Shall mean the initial time from the date of hire a new employee serves to determine his/her suitability for the position.

4.16 Trial Term

Shall mean the initial period of employment served in a new classification upon promotion to determine the suitability of the employee in the position.

4.17 Interpretation

In this Agreement (unless otherwise indicated in the context), "masculine shall be deemed to include the feminine and all words in the singular shall include the plural, and vice versa".

4.18 Promotion

Shall mean advancement of an employee to a classification with a higher regular rate of pay than his/her present classification or from a part-time to a full-time position.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 Management reserves all rights not specifically restricted by this Collective Agreement.

**ARTICLE 6 - NO STRIKE OR LOCKOUT**

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

**ARTICLE 7 - UNION SECURITY**

7.01 The Employer recognizes the Union through its accredited officers and representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining. The Employer shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

7.02 Except for the Ambulance Director and Deputy Director, 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.

- 7.03 Upon commencement of employment, the Employer shall commence to deduct, from wages of the employee, Union dues as determined by the Union. Union dues shall be deducted from the employee's wage in a manner which is in keeping with the payroll system in effect. Such deductions shall be forwarded to the Union and shall be accompanied by a list of the employees from whom deductions have been made and include their classification, regular wage, and hours of work.
- 7.04 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 amount to be deducted.
- 7.05 Income Tax (T-4) slips provided to employees shall indicate the amount of Union dues paid by each employee in the previous year.

#### **ARTICLE 8 - NO DISCRIMINATION**

- 8.01 There shall be no discrimination by either party against any employee because of his being or not being a member of the Union, or for his activities within the Union.
- 8.02 The Employer or the Union shall not at any time discriminate against any employee on account of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status.

There shall be no discrimination against an employee with regard to employment or any term or condition of employment because they have or are suspected to have an infectious disease. This Article does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement, or which is reasonable and justifiable in the circumstances.

#### **ARTICLE 9 - UNION AND EMPLOYER REPRESENTATION**

- 9.01 Management shall provide a list of all management personnel and include such changes as they occur to the Union.
- 9.02 The Union shall inform the Employer in writing of its officers, negotiating committee members, Shop Stewards, and any other persons who are authorized representatives of the Union.

## **ARTICLE 10 - UNION OFFICERS**

- 10.01 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.
- 10.02 An employee or the Local Union shall have the right at any time to have assistance of a CUPE Representative.
- 10.03 The Employer agrees that the Shop Steward shall not be hindered, coerced, or interfered with in any way in the performance of his/her function while investigating disputes and representing employees. The Union understands and agrees that the Shop Steward is employed to perform work for the Employer and that he/she will not leave work during working hours except to perform duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Director or Deputy Director.

## **ARTICLE 11 - HOURS OF WORK**

- 11.01 The regular hours of work shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) off days. Employees employed on the fourteen (14) hour night shift shall be paid twelve (12) hours at their regular rate of pay for such duty.
- 11.02 The provisions of this Article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or week.
- 11.03 There shall be no scheduled split shifts.
- 11.04 There shall be a fair distribution of scheduled hours for regular part-time/full-time employees over a complete shift cycle.

## **ARTICLE 12 - WORK SCHEDULE**

- 12.01 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in an employee's schedule, the employee shall be informed and when the change is made with less than seven (7) calendar days notice, the employee shall be paid at one and one-half times (1½ x) the basic rate of pay for all hours worked on the first shift of the changed schedule.

- 12.02 The basic rate of pay will prevail for additional work assigned to a part-time employee or casual employee beyond his/her scheduled hours, provided:
- (i) the hours worked do not exceed the hours of work for a full-time employee assigned to that shift;
  - (ii) the part-time employee does not work in excess of six (6) consecutive days without days off.

Additional hours of work shall be distributed as equally as possible amongst all employees who have requested in writing additional part-time hours and who are available to meet temporary operational requirements.

### **ARTICLE 13 - PAY FOR OVERTIME WORK AND STATUTORY HOLIDAY WORK**

- 13.01 Time worked by a regular full-time employee within a day and in excess or outside of his scheduled hours of work shall be considered as overtime. A casual or part-time employee, who is required to work daily hours in excess of the hours of work normally assigned to a full-time employee, or is required to work in excess of six (6) consecutive days, shall be paid overtime. All overtime shall be calculated and paid to the nearest quarter ( $\frac{1}{4}$ ) hour.
- 13.02 An employee, who is required to work hours in excess of the regular hours of work normally specified within a day, shall be paid one and one-half ( $1\frac{1}{2}$  x) times his regular hourly rate of pay for each such excess hour or portion thereof notwithstanding the provisions of Article 14.
- 13.03 In the matter of overtime, the Employer agrees to distribute such overtime amongst employees who have signed the availability sheets, in the following order:
- (i) part-time employees
  - (ii) full-time employees
  - (iii) casual employees
- 13.04 An employee who has completed thirty (30) days of work during the preceding twelve (12) months, and who is required to work on a statutory holiday as part of his regularly scheduled hours, shall receive pay at the overtime rate as specified in this Article in addition to the provisions of Article 22.
- 13.05 Employees called out for duty, provided such duty does not immediately precede or follow their regular shift, shall be paid a minimum of two (2) hours at the overtime rate for each call-out.
- 13.06 Overtime pay for call-outs shall commence at the time of notification.

## **ARTICLE 14 - EXTRA DUTY**

- 14.01 Employees may request extra duty. The assignment of such extra duty shall be on their regular days off and pay for said duty shall be at the employee's regular rate of pay.

## **ARTICLE 15 - COURT TIME**

- 15.01 When an employee, as a result of his duties, is summoned or subpoenaed as a witness or a defendant to appear in Court or other legal proceedings (excluding labour arbitration), during his/her regular hours of work, he/she shall not suffer loss of pay as a result of such appearance. When an employee is required to appear as a witness or a defendant during his/her off days, as a result of his/her duties, he/she shall be paid his/her regular rate of pay for hours of attendance.
- 15.02 Any monies received for reimbursement of wages or other expenses by the employee as a result of an appearance in Court or other legal proceedings for which the Employer has provided wages or expenses shall be remitted to the Employer.

## **ARTICLE 16 - EMPLOYMENT**

### **16.01 Probationary Period**

All employees hired into full or part-time positions shall serve a probationary period of six (6) months of work to become regular employees. The probationary period may be extended by the mutual agreement of the Employer and the Union. If, in the opinion of the Employer, an employee does not meet the standards or requirements of the position at any time during the probationary period, the employee may have his/her employment terminated without notice or payment in lieu thereof.

### **16.02 Trial Term**

Any employee promoted to a new classification shall serve a trial term of five hundred and forty-seven and one-half (547.5) straight-time hours of work from the date of promotion to that position. The trial term shall only be extended by mutual agreement of the Employer and the Union. If, during his/her trial term, upon request by an employee, or in the opinion of the Employer, the employee fails to demonstrate his/her suitability for the position to which he/she has been promoted, then the Employer shall remove the employee from such position and the Employer shall place the employee in his/her former position (without posting) at his/her former rate of pay and without loss of seniority. If

such a posting is not possible, then the Employer shall place the employee in another suitable position (without posting) without loss of seniority and at a rate of pay equivalent to the rate of pay of her/her former position which he/she held prior to the promotion.

16.03 **Assessment Period**

The Employer shall provide each employee with a written evaluation prior to the completion of either the probationary period or trial term.

16.04 **Reversion Period**

An employee promotion to a position beyond the scope of the Collective Agreement shall have a reversion period of three (3) months, which can be extended to six (6) months for extenuating circumstances, by agreement between the Union and the Employer. During this period, the employee shall retain and accrue seniority, but shall be considered outside of the bargaining unit.

16.05 **Orientation**

All new employees shall have forty-eight (48) hours of orientation upon hiring. The orientation is to ensure that they are aware of the Employer's system and requirements of the position for which they are hired. Employees shall have access to policies and procedures relative to their positions. The Employer shall provide a list of items to be used for the orientation.

All employees shall receive training, which in the opinion of the Employer is required, in the use of any equipment prior to the employee operating or being responsible for said equipment.

**ARTICLE 17 - POSTING AND FILLING OF VACANCIES**

17.01 All vacant positions coming within the scope of this Agreement shall be posted for a period of fourteen (14) calendar days. Such notice shall contain the following information:

The number and classification of position(s) and whether the position(s) are full-time or part-time or casual; a job summary; the basic entrance qualifications, required knowledge and education, skills, hours of work and wages.

17.02 All applications for vacant positions shall be made in writing to the Employer.

- 17.03 When, in the opinion of the Employer, circumstances require that a vacant position coming within the scope of this Agreement be filled prior to the completion of the posting and selection process, the Employer may make an appointment on a temporary or relief basis.
- 17.04 The Union shall be notified in writing of all job postings and the successful applicant.

## **ARTICLE 18 - SENIORITY**

- 18.01 Seniority is defined as the length of service in the bargaining unit from the last date of hire as a full-time or part-time employee, and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the earliest/highest assigned competition ranking at the time of hiring. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **18.02 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off, or leave approved by the Employer.

An employee shall only lose his/her seniority in the event that:

- (i) he/she is discharged for just cause and is not reinstated;
- (ii) he/she resigns in writing and does not withdraw within two (2) days;
- (iii) he/she fails to return to work upon recall from a lay-off or other work stoppage within twenty-four (24) hours of being notified either personally or by registered mail, unless the employee is unable to do so through sickness substantiated by a medical certificate or other just cause or, in any event, should the employee fail to return to work within seven (7) calendar days after such notification. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (iv) he/she has not been recalled to work upon the expiry of twelve (12) months following the date of lay-off.

## **ARTICLE 19 - LAY-OFFS, TERMINATIONS**

- 19.01 A lay-off shall be defined as a temporary reduction in the work force.
- 19.02 Lay-offs within a classification will begin with the employee last appointed in the classification.
- 19.03 An employee who is laid off from one classification will be placed in another classification, provided he/she has the basic entrance qualifications for said classification and his/her seniority is greater than that of the last appointed employee in that classification.
- 19.04 The Employer shall notify regular employees who are to be laid off twenty-one (21) calendar days before the lay-off is to be effective, or payment shall be made, at the employee's regular rate of pay, for each working day that such notice is short of twenty-one (21) calendar days.
- 19.05 A regular full-time employee who is to be laid off shall be allowed to bump part-time employees with less seniority. No casual employee shall work when there are full or part-time employees available to work who are on lay-off.
- 19.06 As positions become available, employees who have been laid off due to a reduction shall be rehired in the order of their seniority - that is, the most senior person with the basic entrance qualifications for the position to be filled shall be re-employed first.
- 19.07 Notice of recall shall be by telephone or, if such is not possible, by courier letter to the employee's last known residence. The employee so notified shall return to work as soon as possible, but not later than the provisions provided in Article 18.02 of this Agreement.
- 19.08 An employee transferred as a result of a reduction in staff shall have the opportunity to return to his/her original classification in accordance with his/her seniority in the same manner as laid off employees are returned to work.
- 19.09 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 19.10 Grievances concerning lay-off and recalls shall be initiated at the Director step of the grievance procedure.
- 19.11 In the event that the work force is to be permanently reduced, employees will be terminated in accordance with the above procedures for lay-off and the provisions of the Alberta Employment Standards Code.

## **ARTICLE 20 - PROMOTIONS**

- 20.01 In making promotions to positions falling within the scope of this Agreement, the determining factors shall be an employee's performance, skill, training, qualifications, and job knowledge. Where two (2) or more employees are equal with respect to all of the aforementioned, then seniority shall be the deciding factor.
- 20.02 An employee who is the successful applicant of a posting shall be considered on a trial term basis, as outlined in Article 16.02.
- 20.03 If, during his/her trial term, an employee requests in writing a return to their previous position, the Employer shall effect such request within thirty (30) calendar days of notice.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Maternity/Paternity Leave**

- (a) Upon request, the employee shall be granted leave of absence without pay for a period of not more than twelve (12) consecutive months. Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is in receipt of sick leave, UIC, SUB Plan benefits, or LTD.
- (b) Paternity Leave - An employee, upon request, shall be granted leave of absence without pay, in accordance with the provisions outlined in the Employment Standards Code as may be amended from time to time. The employee may continue on the Health Benefits Plan by paying both the Employer and employee contributions. An employee shall provide a minimum of ninety (90) calendar days written notice prior to commencing such leave.
- An employee shall be entitled to two (2) consecutive days with pay to attend to the birth and initial care of his newborn child.
- (c) Employees granted maternity leave/paternity leave shall advise the Employer in writing of their intent to return to duty at least fourteen (14) calendar days prior to the actual date of return to work.
- (d) An employee returning from maternity leave/paternity leave, within the approved leave period, shall return to her former position at the same

rate of pay and without loss of seniority. If the position is not available, the Employer shall place the employee in an equivalent position at a rate of pay equivalent to the employee's former position.

21.02 **Adoption Leave**

An employee who has completed twelve (12) months of employment and adopts a child shall be granted leave without pay for up to thirty seven (37) weeks and the provisions of Article 21.01(c) and (d) shall apply.

21.03 **Bereavement Leave**

An employee shall be granted time off with pay, at his/her regular rate of pay, in accordance with the following provisions:

Bereavement leave up to a maximum duration of three (3) consecutive working days at the employee's regular rate of pay shall be granted in the event of death in the employee's immediate family.

Immediate family shall mean current spouse or common-law spouse, parent, grandparent, child, grandchild, brother or sister, brother or sister of current spouse, parent or grandparent of current spouse, fiancée, or fiancé.

One (1) day bereavement leave shall be granted for aunts, uncles and close friends of the employee.

Bereavement leave may be extended by up to two (2) additional days, as may be necessitated by reason of travel to the funeral.

The Employer may authorize bereavement leave without pay under warranted conditions in the event of death of persons other than those specified above.

21.04 **Leave of Absence Without Pay**

- (a) Leaves of absence without pay will not be granted on a routine basis. Applications for leave must be in writing and presented to the Employer at least six (6) weeks prior to the anticipated date of commencement of the leave, or the employee shall provide reasons as to why this was not possible. Applications shall indicate the date of departure on leave and the date of return. Such leave may be granted to an employee at the discretion of the Employer, and the employee shall not work for gain during the period of leave of absence, except with the express consent of the Employer.

(b) Compassionate Care Leave

Employees shall be granted an unpaid leave of six (6) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this collective agreement. If an employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

21.05 General Rules Covering all Leaves of Absence

All applications for leave of absence shall be made in writing to the Employer at the earliest possible time. Each application shall indicate the desired dates for departure and return from the leave of absence, as well as the reasons for such leave.

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

Employees granted a leave of absence for a period in excess of thirty (30) calendar days shall make the necessary arrangements to prepay both the employee's share and the Employer's share of all contributory benefit plans excluding Compassionate Care Leave where the Employer and the employee may choose to continue cost sharing the benefit plans.

21.06 Union Business

Provided the operational requirements of the service shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars, or Schools.

Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

21.07 Personal Leave

The parties recognize that an employee may be unable to report to work due to circumstances which require the employee's personal attention. The Employer shall approve personal leave in such circumstances to a maximum of two (2) days without loss of pay in each calendar year.

## **ARTICLE 22 - STATUTORY HOLIDAYS AND ENTITLEMENT**

22.01 The following days shall, for the purpose of this Agreement, be recognized as statutory holidays:

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

...and any other days as proclaimed by the Federal, Provincial, or Civic Government.

22.02 A full-time employee shall receive ten (10) hours straight-time pay for a statutory holiday. In the event that he/she is scheduled to work on the statutory holiday, he/she shall also receive the provisions included in Article 13.

22.03 Regular part-time employees shall be paid, four decimal five eight percent (4.58%) of their earnings paid at the basic rate of pay and of their vacation pay in lieu of named holiday pay. In the event that he/she is scheduled to work on the holiday, he/she shall be paid at one and one-half times (1 ½ X) his/her assigned basic rate of pay for each hour worked.

22.04 All employees who have completed thirty (30) days of service with the Employer within the previous twelve (12) months, and who are scheduled to work on a statutory holiday, shall be paid at one and one-half times (1 ½ X) his/her assigned basic rate of pay for each hour worked.

22.05 An employee is not entitled to statutory holiday pay when he/she does not work on a statutory holiday on which he/she is required or scheduled to do so, or is absent from his/her employment without the consent of the Employer on the employee's last working day preceding, or the employee's first scheduled working day following a statutory holiday.

## **ARTICLE 23 - ANNUAL VACATION**

23.01 During each year of continuous service in the employ of the Employer, regular employees shall earn entitlement to vacation time off to be taken in the following year, and such entitlement is governed by the total length of such service as outlined below:

- (a) During the first year of such employment, an employee earns a vacation time of fourteen (14) calendar days, or eight (8) working days, which is equivalent to eighty-eight (88) hours of work.
  - (b) During the second to the seventh year of such employment, an employee earns a vacation time of twenty-one (21) calendar days, or twelve (12) working days, which is equivalent to one hundred and thirty-two (132) hours of work.
  - (c) During the eighth and subsequent years of such employment, an employee earns a vacation time of twenty-eight (28) calendar days, or sixteen (16) working days, which is equivalent to one hundred and seventy-six (176) hours of work.
- 23.02
- (a) Regular employees, unless requesting otherwise in writing, shall be paid for their vacation entitlement on the pay cheque for which the vacation entitlement is taken.
  - (b) Upon at least one (1) weeks notice, when a regular employee requests vacation pay in advance, they shall be paid at least one (1) day, and not more than two (2) weeks, before the commencement of the employee's vacation.
  - (c) Vacation pay shall be paid in accordance with the following formula - the straight time hours worked as an employee during the preceding year, multiplied by the regular hourly rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:
    - (i) four percent (4%) for vacation taken in the first year of continuous employment;
    - (ii) six percent (6%) for vacation taken in the second to the seventh year of continuous employment;
    - (iii) eight percent (8%) for vacation taken in the eighth and subsequent years of continuous employment.
- 23.03
- (a) Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon the Employer and the employee. In the case of a disagreement, seniority shall be the deciding factor.
  - (b) Employees shall be allowed to take their vacation in more than two (2) allotments throughout the year if they choose.

- 23.04 Upon termination, an employee shall be paid out any unused vacation credits. In the case of the death of the employee, such unused vacation credits shall be paid to his estate.
- 23.05 Vacation entitlement shall be provided to other employees in accordance with the Employment Standards Code.

#### **ARTICLE 24 - STAFF DEVELOPMENT**

- 24.01 Where an employee is scheduled in advance to complete a compulsory in-service training program provided by the Employer on a regular scheduled day of rest, the employee will receive his/her regular rate of pay for the program hours he/she is in attendance.
- 24.02 Regular employees shall have two (2) professional development days per year, paid at their regular rate of pay. Professional development days shall be for course(s) of the employee's choice, from a mutually approved list of eligible courses. The Employer will reimburse the employee up to three hundred dollars (\$300.00) for such course(s), providing that approval was given prior to the employee enrolling in the course. On an annual basis, using an employee's date of hire, casual employees who have completed a minimum of one hundred and twenty (120) hours with the Employer shall be eligible for the professional development days.

#### **ARTICLE 25 - DUTY EXPENSE**

- 25.01 Commencing May 31, 2006, an employee assigned to Ambulance duty involving travel outside the community, or stand-by at an event in the community, shall be entitled to a maximum allowance of fourteen dollars (\$14.00) plus GST for a meal after each four (4) hours of such duty.
- Commencing June 1, 2007, an employee assigned to Ambulance duty involving travel outside the community, or stand-by at an event in the community, shall be entitled to a maximum allowance of fifteen dollars (\$15.00) plus GST for a meal after each four (4) hours of such duty.
- 25.02 Employees shall submit a duty expense requisition and receipt for reimbursement, and shall be paid within fourteen (14) days of submission of said documents.
- 25.03 The Employer agrees to provide medical examinations for renewal of employees' Operator's Certificates.

## **ARTICLE 26 - CLOTHING AND EQUIPMENT**

- 26.01 After completion of probation, each regular employee shall receive the following:
- ◆ four (4) shirts;
  - ◆ two (2) pants;
  - ◆ ten (10) flashes;
  - ◆ one (1) all season uniform coat;
  - ◆ one (1) winter hat;
  - ◆ one (1) pair of boots;
  - ◆ one (1) pair of black winter gloves;
  - ◆ one (1) sweater (per every two years);
  - ◆ one hundred and twenty dollars (\$120.00) for the purchase of boots.
- 26.02 (a) The Employer shall supply the above items to each regular employee upon completion of the probationary period.
- (b) New casual employees shall be provided with two (2) shirts and two (2) pair of pants, at no cost to the employee, and up to one hundred and twenty dollars (\$120.00) for one (1) pair of boots, with a receipt.
- 26.03 (a) Replacement of the above items shall be annually as mutually agreed upon with the exception of flashes, one all season uniform coat, one sweater, and the employee will pay for same to a maximum of forty-five percent (45%) of the cost of the above items. Where the replacement cost of such item is sixty dollars (\$60.00) or more, the employee has the option of paying the forty-five percent (45%) by payroll deduction over three (3) months.
- (b) A boot allowance of sixty dollars (\$60.00) per year shall be provided every year for the replacement or refurbishing of boots at the employee's discretion. The boot allowance may accumulate to a maximum value of two hundred and forty dollars (\$240.00).
- 26.04 Any of the above items which are rendered unserviceable as a result of an employee performing required on the job duty shall be replaced by the Employer at no cost to the employee.
- 26.05 The quality and type of the above items will be reviewed by the Management Liaison Committee, who will provide recommendation to the Employer.
- 26.06 Employees shall not be required to turn their uniform(s) in to the Employer on termination of employment, with the exception of flashes and jacket, based on completion of their initial probationary period.

## **ARTICLE 27 - DISCIPLINARY ACTION**

- 27.01 Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- 27.02 At an employee's request, he/she shall receive representation from the Union when he/she is to be disciplined and that discipline will be a matter of record. Where discipline is required, the employee shall be personally served with a copy of such discipline, and a copy shall be forwarded to the Union within two (2) working days after the delivery to the employee. It shall be the employee's responsibility to arrange for the timely presence of the first available Union representative. The employee shall have twenty-four (24) hours to arrange such.
- 27.03 An employee having a record clear of all disciplinary action for a period of twenty-four (24) months shall not have prior disciplinary actions which are recorded used in support of any future discipline which may occur.
- 27.04 An employee shall be allowed to view his/her official personnel record by applying in writing to the Employer for an appointment. An employee may place a rebuttal to any disciplinary action(s) or reprimand(s) on his/her official personnel record within ten (10) working days of becoming aware of the same.
- 27.05 Although all disciplinary action taken against any employee may be a matter of record, any disciplinary action may, if the Union so chooses, be subject to appeal and be resolved in accordance with the provisions of the grievance procedure in this Agreement.
- 27.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

- 28.01 A grievance is any 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.
- 28.02 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).

- 28.03 Individual grievances must be initiated in writing to the Director (or to the Deputy Director in the absence of the Director) within ten (10) calendar days of the date that the employee first became aware of, or reasonably should have become aware of, the incident giving rise to the grievance. All individual grievances shall specify the details of the grievance, including the nature of the grievance and the remedy requested.
- 28.04 Within five (5) calendar days of the date the Director (or the Deputy Director) received the grievance, he/she shall meet with the employee and/or the Union in an attempt to resolve the grievance, and shall provide the Union with his/her written decision on the matter within five (5) days of the date of meeting.
- 28.05 If the decision of the Director (or the Deputy Director) does not settle the grievance, the Union shall, within ten (10) calendar days from the date that the decision was received by the Union, appeal the decision in writing to the Director (or the Deputy Director), and such appeal shall specify all the details of the grievance, including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- 28.06 A policy grievance must be initiated in writing by the Union with the Director (or the Deputy Director) within ten (10) calendar days of the date that the Union first became aware of, or reasonably should have become aware of, the incident giving rise to the grievance. Said grievance shall specify all of the details of the grievance, including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- 28.07 Where an employee and/or the Union grieves a suspension or dismissal, they shall submit their grievance in accordance with the provisions of Article 28.06.
- 28.08 The Director, or his designate, shall hold a hearing within five (5) working days of the date that an appeal of an individual grievance or a policy grievance is received. The Director shall provide the Union with a written decision on the grievance, together with the reasons therefore, within five (5) working days of the hearing.
- 28.09 The preceding time limits in the grievance procedure may be extended by mutual agreement, in writing, between the Employer and the Union. For the purposes of this Article, working days shall mean consecutive days, exclusive of Saturday and Sunday.
- 28.10 If the decision of the Director, or his designate, does not settle the grievance, as the case may be, the Union must within ten (10) working days from the day the decision was received by the Union, provided that the grievance has been

properly processed in accordance with the grievance procedure, refer the grievance to an arbitrator, as hereinafter set out.

- 28.11 When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the names of those persons which the Union proposes as being acceptable to act as an arbitrator in the proceedings. Within ten (10) days thereafter, the Employer shall advise the Union as to whether or not any person from the list submitted by the Union is acceptable as an arbitrator. Should none of the persons submitted by the Union for consideration as arbitrator be acceptable to the Employer, the Employer shall provide the Union with the names of persons which it considers qualified to act as an arbitrator for their consideration.
- 28.12 If the parties cannot agree on an arbitrator within the fourteen (14) calendar days immediately following the Union's notice referring the matter to arbitration, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 28.13 The arbitrator shall hear and determine the grievance and shall issue an award in writing, and his decision shall be final and binding upon the Employer and the Union and upon any employee affected by it.
- 28.14 Each party to the arbitration shall bear equally the expenses and remuneration of the arbitrator.
- 28.15 The arbitrator, by his decision, shall not alter, amend, or change the terms of the Collective Agreement.

#### **ARTICLE 29 - REMUNERATION**

- 29.01 Wages shall be paid in accordance with Appendix "A" of this Agreement.
- 29.02 Employees shall be paid every two (2) weeks, or in accordance with the Employer's practice for payment of the existing employee's wage.
- 29.03 Whenever the Ambulance Director is absent and unavailable for duty as a result of vacation or long-term illness, his position will be filled by the Deputy Director. Should the Deputy Director be absent due to unavailability for duty as a result of vacation or long term illness an employee of the bargaining unit may fill the Deputy Director position. The employee shall receive an additional one dollar and fifty cents per hour for all hours worked in this capacity.

During the temporary assignment the Employee may choose to return or the Employer may direct the Employee to return to his/her former position and basic rate of pay without loss of seniority.

Upon the return of the Director or Deputy Director the Employee shall return to his/her former position and basic rate of pay without loss of seniority.

- 29.04 In the event that an overpayment of wages, allowances, or benefits has been made to an employee, the Employer shall have the right to make such deduction as may be necessary to correct said overpayment from any wages or allowances owed to said employee. The schedule for such repayment shall be reasonable so that the employee does not suffer undue hardship as a result of the said deductions.
- 29.05 Where two (2) or more applicable premiums of equal value and similar purpose may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

### **ARTICLE 30 - BENEFITS**

#### **30.01 Prepaid Health Benefits for Regular Employees**

When the enrolment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) ETNA Supplementary Benefit Plan, or equivalent;
- (b) ETNA Dental Plan, or equivalent, providing basic dental services which are mainly diagnostic and preventative in nature, which plan provides at least eighty percent (80%) reimbursement of eligible dental expenses in accordance with the current Alberta Dental Association Fee Guide;
- (c) Alberta Health Care Insurance Plan;
- (d) The Provincial Health Authorities of Alberta Benefit Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance
  - (ii) Accidental Death and Dismemberment
  - (iii) Long Term Disability

- 30.02 The implementation and operation of the Provincial Health Authorities of Alberta Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

- 30.03 The Employer shall then implement these plans with the premium costs being shared eighty percent (80%) by the Employer and twenty percent (20%) by the employee.
- 30.04 Upon completion of the initial probationary period, sick leave credits for regular employees shall be earned and computed at the rate of twelve (12) hours for each one hundred and seventy-nine (179) hours of employment up to a maximum credit of nine hundred and sixty (960) hours (.067 per hour of employment).
- 30.05 The Employer agrees to pay employees, when on worker's compensation, an amount equal to the WCB payment. The WCB payments for the employee shall be forwarded to the Employer. Should the WCB claim be denied, the Employer shall utilize the employee's sick leave credits in an amount equal to the wages paid to the employee.
- 30.06 Pension LAPP - Full-time and part-time employees are eligible to join the Local Authorities Pension Plan, effective June 1, 1999.

### **ARTICLE 31 - INDEMNIFICATION**

- 31.01 The Employer will indemnify and save harmless any employee covered by this Collective Agreement 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 his employment with the Employer, and provided that the member was not grossly negligent in the performance of his duties.

### **ARTICLE 32 - COMMITTEES**

- 32.01 The Employer and the Union shall form both a Joint Liaison Committee and a Joint Health and Safety Committee for the purpose of facilitating discussions concerning matters of mutual interest. The Committees will meet upon the request of either party to this Agreement. The party requesting such meeting shall provide the other party with an agenda of the topics to be discussed at the meeting.
- 32.02 There shall be no loss of earnings for employees attending such meetings, and it shall be the Employer's responsibility to ensure payment and coverage of such time off with pay.
- 32.03 The Committees shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement.

### **ARTICLE 33 - PERFORMANCE EVALUATIONS**

- 33.01 Job descriptions and duties shall be posted so that all staff have access to these.
- 33.02 Where a formal evaluation of the employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance evaluation form upon its completion to indicate that its contents have been read.
- 33.03 The employee shall have the right to place his own comments on the form, or to append his comments to the form.
- 33.04 The parties recognize the desirability of employee evaluations, and the evaluation shall be conducted at least on an annual basis.
- 33.05 An employee's evaluation shall not be released by the Employer to any person without the written consent of the employee, except as required by law.

### **ARTICLE 34 - PROFESSIONAL REGISTRATION**

- 34.01 Each employee shall provide the Ambulance Service with a copy of their registration within ninety (90) days of the registration deadline.
- 34.02 The Employer shall pay ACP registration fees.

**IN WITNESS WHEREOF** the parties hereto have caused these present to be executed by their duly authorized officers on their behalf the day and year written below.

Dated in the town of St. Paul, in the Province of Alberta, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2006.

**ST. PAUL & DISTRICT AMBULANCE  
SERVICE**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3197-01**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## APPENDIX "A" - WAGES

Classification	Effective June 1 '06		Effective June 1 '07		Effective June 1 '08	
	Start	Job Rate	Start	Job Rate	Start	Job Rate
<b>EMR</b>	\$12.67	\$14.07	\$13.30	\$14.77	\$13.97	\$15.51
<b>EMT-A</b>	\$16.00	\$17.81	\$16.80	\$18.70	\$17.64	\$19.64
<b>EMT-A with 12-1</b>	\$17.81	\$19.76	\$18.70	\$20.75	\$19.64	\$21.79
<b>Paramedic</b>	\$22.82	\$25.34	\$23.96	\$26.60	\$25.16	\$27.93

An employee will advance from start rate to job rate at the completion of 2190 hours.

An EMT who completes the required 12-1 skills prior to the completion of 2190 hours will be moved to the EMTA with 12-1 skill start rate until the job rate becomes effective.

### **Retroactivity**

All monetary changes in the new Agreement shall be adjusted retroactively to the effective date of the new agreement unless otherwise agreed.

### **Achievement Award**

Each regular employee shall receive an achievement award payment of \$500.00 upon their fifth anniversary date of hire. Each subsequent fifth anniversary date, an employee shall receive an additional \$300.00.

# LETTER OF UNDERSTANDING

between

**The St. Paul and District Ambulance Service**  
(the Employer)

and

**The Canadian Union of Public Employees,**  
**Local 3197-01**  
(the Union)

**Re: Prohibition on Contracting Out**

---

To provide job security to the members of the bargaining unit and to maintain the integrity of the Service during the life of this Agreement, the Employer agrees not to contract out, subcontract, or otherwise assign, in whole or in part, to any person, company, or non-unit employee(s).

All other Articles in the Collective Agreement remain unamended and in full force and effect.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

**St. Paul and District Ambulance Service**

**CUPE Local 3197-01**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# LETTER OF UNDERSTANDING

between

**The St. Paul and District Ambulance Service**  
(the Employer)

and

**The Canadian Union of Public Employees,**  
**Local 3197-01**  
(the Union)

Re: **Article 13 - Overtime**

---

The parties agree that for the term of this Collective Agreement, the following shall be in effect for overtime hours for hours considered in excess of the hours of work. Overtime hours in respect of a work week are:

- (a) the total of an employee's hours of work in excess of ten (10) hours on each work day of the work week, or
- (b) the total of an employee's hours of work in excess of fourteen (14) hours on each worked night shift of the work week, or
- (c) an employee's hours of work in excess of sixty (60) hours in a work week.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

**St. Paul and District Ambulance Service**

**CUPE Local 3197-01**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_