

# **COLLECTIVE AGREEMENT**

**between**

**St. Paul and District Ambulance Service**

**and**

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

***CUPE*** / *Canadian Union  
of Public Employees*

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**Term: April 1, 2012 – March 31, 2013**

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Collective Agreement effective this 1st day of June, AD 2012.

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 April 1, 2012 to March 31, 2013.
- 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 satisfactory and productive 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.
- (e) Negotiate a Collective Agreement 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.

2.02 The Employer agrees to forward any policy additions or changes to the Union Shop Steward 24 hours prior to posting this to other employees.

### **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 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.
- 4.02 Calendar Year  
Shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.
- 4.03 Employment Year  
Shall mean a period of twelve (12) calendar months commencing with the employee's first day of work.

- 4.04 Day  
Shall be defined as that period of time commencing at 0730 hours to 0730 hours.
- 4.05 Employee  
Shall mean an individual who comes within the scope of this Agreement.
- 4.06 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.
- 4.07 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.
- 4.08 Regular of Hours of Work  
Shall mean the assigned hours of work, exclusive of overtime.
- 4.09 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.
- 4.10 Registered  
Shall mean employees registered under the Health Disciplines Act and Regulations.
- 4.11 Shift  
Shall mean assigned hours of work within a 24 hour period inclusive of paid and unpaid rest and meal breaks, regularly scheduled hours of work and exclusive of overtime. A shift can be 12 consecutive hours – 7:30 – 19:30 with no on-call and overtime after 12 hours (all hours are considered active duty) or a shift could also be core/flex – 24 hour shift – 7:30 – 7:30 with 12 hours regular wage paid and 12 hours of on-call paid and overtime after 12 hours of active duty as per definition 4.01). Core duty is a minimum of 15 minutes per shift.
- 4.12 Regular Employee  
Shall mean a permanent employee who has completed his initial probationary period who is employed either to work on a Full time or Part time basis on regularly scheduled shifts of a continuing nature.
- 4.13 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.

4.14 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.

4.15 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.

4.16 Casual Employee

Shall mean an employee who works on a relief, call-in, or casually scheduled basis.

4.17 Probationary Employee

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

4.18 Shift Supervisor

Shall mean a full time in scope Employee who has been hired through an internal posting. The Shift Supervisor will agree to additional responsibilities as set out in the Policy and Procedure manual and will be under the direct supervision of the Director. The Shift Supervisor will at no time possess managerial authority and will be paid at least an additional wage as shown in Appendix "A".

4.19 Deputy Director

Shall mean a full time in scope Employee who has been hired through an internal posting. The Deputy Director will agree to additional responsibilities as set out in the Policy and Procedure manual and will be under the direct supervision of the Director. The Deputy Director will at no time possess managerial authority and will be paid at least an additional wage as shown in Appendix "A".

4.20 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.

4.21 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".

4.22 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.

4.23 Tour

Shall mean four twenty-four (24) hour periods comprised of a combination of 12 hour duty crew shift or 24 hour core/flex shifts (as defined in 4.09) and is on a 4 on 4 off schedule. An example of the schedule would be 2 -12 hour shifts (days or nights), 2-24 hour core/flex, 4 days off; 2-12 hour shifts (nights or days), 2-24 hour core/flex, 4 days off.

There will be no more than two core/flex shifts per tour unless operational needs demand it. Schedules may be adjusted by mutual agreement between the Employer and the Employee affected. The Union will be notified of any changes.

4.24 Hire Date

Shall mean the first day of orientation.

4.25 Service Area

Shall mean the collection of communities and municipalities within the Town and County of St. Paul that the employer is traditionally responsible for providing ground ambulance to.

**ARTICLE 5 - MANAGEMENT RIGHTS**

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

5.02 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) Make, alter, and enforce, from time to time, Company Policy and Procedures observed by an employee which are not in conflict with any provision of this Collective Agreement.

(b) Hire, promote, classify, transfer, layoff, recall, demote, discipline, suspend or discharge for just cause.

**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.

- 6.02 Should an employee engage in stoppage of work or refuse to perform the assigned duties pertaining to operational needs (with the exception of any unsafe work), during the life of this Collective Agreement, the Union shall instruct the employee to perform his/her duties faithfully and resort to the grievance procedure established herein for the settlement of the difference or grievance.

If the Employee does not comply immediately with such direction he/she shall be subject to discipline up to and including dismissal.

## **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 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 qualified casual employees available at a regular rate of pay or qualified full time employees available at the overtime rate of pay, it will be deemed as an emergency situation and the Director will be permitted to assist in meeting operational needs.

- 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.
- 7.06 Membership in the Union is voluntary.



## **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 within ten (10) days of any such change.

## **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 a minimum of 48 hours of regular twelve (12) hour shifts per eight (8) day cycle not including on call. Employees who are assigned to a core/flex shift will be paid for a twelve (12) hour shift plus twelve (12) hours on call for each twenty four (24) hour period.

Any on-call hours will be paid at \$3.00 per hour during a regularly scheduled tour. If an employee agrees to be on-call on a scheduled day off, the Employee will be paid for three (3) hours at his regular wage. If the employee's time on task is greater than three hours, the Employee will receive the overtime rate for all time to the nearest ¼ hour.

If an employee is on call and required to work as per the on-call requirements of Employment Standards in excess of a twelve (12) hour shift, the employee will be paid a minimum of two (2) hours at the overtime rate per call.

Shift exchanges will not cause an additional financial burden to the Employer.

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 split shifts. A core/flex shift is not considered a split shift.

11.04 There shall be a fair distribution of scheduled hours for regular part-time/full-time employees over a complete shift cycle.

11.05 The Employer shall endeavour to ensure that employees do not work more than sixteen hours (16) of active duty in any 24 hour period, except in cases of emergency. If an employee is required to work more than sixteen (16) hours of active duty in any 24 hour period, they will be entitled to eight (8) consecutive hours of uninterrupted rest prior to commencing their next scheduled shift without loss of earnings. If there are no bargaining unit members available, the employee may be required to return to work for emergency calls only and will then be paid in accordance with Article 13. The Employer will further make every reasonable attempt to ensure that the Employee then has eight (8) continuous hours of uninterrupted rest.

11.06 When staff meetings or Management Team meetings are called by the Employer, off duty permanent employees who are not scheduled to work, but attend the meeting, will be compensated with a minimum of two (2) hours at the overtime rate. Staff meetings will be no more than on a quarterly basis and employees shall be given no less than two weeks of written notice.

11.07 The Union recognizes the right of the Employer to schedule the hours of work in order to efficiently serve the needs of its clients while utilizing its budgeted resources as economically as possible within the parameters of this Collective Agreement. Therefore, the Employer retains the exclusive right to schedule hours of work of employees as necessary to provide coverage for the determined hours of operation.

## **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 ( $1\frac{1}{2} \times$ ) 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.

12.03 Employees may exchange shifts and/or days off for personal reasons providing such Employees are qualified to do each other's duties; and

- (a) the Employer approves the exchange, which will not be unreasonably denied;
- (b) operational efficiency is not disrupted;
- (c) Shift exchanges will not be deemed as a violation of the scheduling provisions of this article, nor shall it result in any extra cost to the employer.

## **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 a twelve (12) hour shift of active duty shall be paid one and one-half (1½ x) times his regular hourly rate of pay for each such excess hour or portion thereof notwithstanding the provisions of Article 14.

To avoid an overtime situation, including statutory holidays, an employee can opt to take another workday off in lieu, by mutual agreement. The statutory holiday shift will be paid in accordance with Article 22.

13.03 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.

13.04 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. This does not apply to employees who are on shift, assigned to the core/flex unit.

13.05 Overtime pay for call-outs shall commence at the time of notification.

13.06 Overtime hours in respect of a work week are:

(a) The total of an employee's hours of work in excess of twelve (12) hours of active duty on each work day of the work week, or

(b) An employee's hours of work in excess of forty-eight (48) hours (or fifty six (56) hours for those who work 4 consecutive nights) in a work week, excluding shift exchanges as per Article 12.03.

#### **ARTICLE 14 - EXTRA DUTY**

14.01 The following functions shall be considered as straight time assignments:

Municipal/Parades	Trade/Education Fairs
Teaching/Education	Rodeos/Equestrian Events
Committee Work	Car Seat Clinics
Mall Displays	Local School/Community Events

An employee, at the request of the Employer, may volunteer to work at any of the above functions. Any Employee volunteering to work at any of the above functions shall be compensated at his regular rate of pay, and the overtime articles shall not apply. Should any employee not wish to volunteer to work at any of the above functions, such wishes shall not be held against them.

By mutual agreement between the Employer and the Union, the list may be amended from time to time.

## **ARTICLE 15 - COURT TIME**

- 15.01 When an employee, as a result of his duties while employed with St. Paul & District Ambulance Service, 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 shall service a probationary period of one thousand and ninety-five (1095) hours beginning from date of hire including orientation time. Probation may be extended by mutual agreement between the Employer and the Union. During the probation period, an employee will be entitled to all rights and benefits the position is normally eligible for. All employees will serve only one probation period. 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 in accordance with Employment Standards.

### **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/his 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 ninety six (96) hours of paid 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. The Employer may extend the employee's orientation if, in the opinion of the Employer, the employee does not yet possess the minimum requirements for the position.

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.

First consideration will be given to internal candidates prior to external candidates.

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/Parental Leave**

(a) An employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. 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 also in receipt of sick leave, STD or LTD.

Maternity Leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.

(b) A pregnant employee, whose continued employment in her position may be hazardous to herself or to her unborn child in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided in 21.01(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than nine (9) months, the employee may request further leave without pay as provided by Article 21.04.

(c) A father to be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.

(d) An employee absent on Maternity/Parental Leave shall provide the employer with six (6) weeks' written advance notice of his/her readiness to return to work following which the Employer will reinstate him/her in the same position held by him/ her immediately

prior to taking such leave and at the same step in the salary scale or provide him/her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to him/her up to the date he/she commenced the leave.

(e) An employee must make prior arrangements with the Employer to prepay the full cost of benefit premiums (employer and employee portions) for the duration of the leave.

(f) **Adoptive Parent Leave**

An employee who has completed twelve (12) months of employment shall be granted leave without pay and benefits for up to thirty seven (37) weeks in duration for the purpose of adopting a child provided that:

(i) he/she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such applications; and

(ii) he/she provides the Employer with at least one (1) day notice that such leave is to commence.

(g) **Return to Work**

Employees granted Adoptive Parent 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. An employee, who returns to work, within the approved leave period, shall return to his/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. A mutual extension of parental leave not to exceed six (6) months may be granted.

## **21.02 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 one (1) tour 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 and uncles of the employee.

One (1) day bereavement leave shall be granted for close friends on the day of the funeral. Proof of attendance at the funeral must be provided on the employee's first day of return to work.

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.

### **21.03 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**

In accordance with Employment Insurance rules, employees shall be granted an unpaid leave 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.

### **21.04 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.

An employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated his employment unless a justifiable reason can be established by the employee.

### **21.05 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.

### **21.06 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 provided the employee has successfully completed the probationary period.

In the case of emergency situations the request for a personal leave shall not be unreasonably denied.

## **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 twelve (12) 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.

Any hours in excess of a twelve (12) hour shift of active duty shall be paid at two and a quarter times (2.25x) his/her assigned basic rate of pay for additional time on task and shall be paid to the nearest quarter (1/4) hour.

- 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.

- 22.06 For the purposes of this Article the Statutory Holiday hours are from 12:01 a.m. to midnight. An employee will receive Statutory Holiday pay for all hours worked on the 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, and such entitlement is governed by the total length of such service as outlined below.

Vacation requests shall be submitted in writing by April 15<sup>th</sup> and confirmed (or denied) by the Employer by May 15<sup>th</sup>. Seniority will be the determining factor where scheduling is an issue. Vacations submitted after May 15<sup>th</sup> will be confirmed within fourteen (14) calendar days of the request. Cancellation of vacation can only be done by mutual agreement.

- (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) week 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.
- (c) Employees shall be allowed to carry-over no more than one (1) year's vacation entitlement to the following year.
- 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 Employer will provide to the Employees all core competencies related to their employment as required by the Employer. The costs will be deducted from the Flex Spending Account provided in Article 25.
- 24.03 Notwithstanding 24.02, life-long education is encouraged and St. Paul Ambulance Service Society supports all staff with continuing education. Assistance may be provided on a case by case basis with a proposal/presentation made to the Employer.
- 24.04 Funding may be available for employees to participate in EMS-related conferences with a proposal made to the Employer prior to the conference date.

## **ARTICLE 25 - DUTY EXPENSE AND FLEX SPENDING ACCOUNT**

- 25.01 Commencing June 1, 2009, 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 seventeen dollars (\$17.00) 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 FLEX SPENDING ACCOUNT**

Full time employees: Paramedic: \$2000 annually      EMT: \$1500 annually  
Part time employees: (prorated to FTE)

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

- Tuition costs; course registration; manuals: ACLS, ITLS, PALS, NRP, CPR recertification.
- ACP 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

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

- Access to the complete Annual Flex Spending Account will be upon successful completion of probation.
- Any unused portion of the Annual Flex Spending Account will not be paid out upon termination or resignation of employment with St. Paul Ambulance.
- The Flex Spending Account has no direct cash value – account balance will be descending with receipts for reimbursement,

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

### 26.01 Initial Issue

(a) Upon commencement of employment, each employee shall receive the following:

- Two (2) shirts;
- Two (2) pants;
- Four (4) T-shirts (optional styles);
- Six (6) flashes;
- One (1) all season uniform coat;
- One (1) sweater

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

(c) After successful completion of the probationary period, full time employees will receive the following:

- two (2) additional shirts;
- two (2) additional pants;
- four (4) additional flashes;

d) New casual employees will receive up to one hundred and twenty dollars (\$120.00) towards the purchase of boots, with receipt, after the successful completion of one thousand (1000) hours.

### 26.02 Replacement Issue

Annual replacement of the shirts, t-shirts and pants will be at no cost to the full time employee. Casual employee shirts, t-shirts and pants will be replaced in accordance with Article 26.03.



Annual replacement of the shirts, t-shirts and pants will be at no cost to the full time employee. Casual employee shirts, t-shirts and pants will be replaced in accordance with Article 26.03.

26.03 Replacement of the above items shall be annually as mutually agreed upon with the exception of flashes, one all season uniform coat, one sweater at no cost to the employee.

26.04 Unserviceable Items

Any of the above items which are rendered unserviceable as a result of an employee performing required on the job duty shall be replaced or repaired at the discretion of the Employer at no cost to the employee.

26.05 Resignation or Termination of Employment

Employees shall be required to turn in their jacket, sweater and flashes in to the Employer upon termination of employment.

If the employee's probationary period is not completed, the employee may also be required to reimburse the Employer for any and all items that are rendered as non-returnable. The monetary value to be deducted from the employee's pay cheque will be determined as follows: (item cost divided by twelve (12) months worked) x (twelve (12) minus months worked). The employee will be responsible for any overage costs if the wage earned is less than the uniform and equipment recovery costs.

**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 twelve (12) months shall not have prior disciplinary actions which are recorded used in support of any future discipline which may occur. Time on Leave of Absence is not included in the twelve (12) months. All documents will be removed from the file upon successful completion of the twelve (12) month period.

- 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.
- 27.07 An Employee shall be considered to be terminated when:
- (a) He/she does not return from an approved absence without proper approval from the Employer; or
  - (b) He/she does not return from layoff as required, or he/she has been on layoff for a period of time exceeding half his/her length of service but, in any event, not to exceed a period of one (1) year on layoff.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

- 28.01 (a) For the purpose of this Article and Article 29, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturday, Sundays and Named holidays.
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.
- 28.02 Resolutions of a Difference between an Employee and/or the Union and the Employer.

An employee shall be entitled to have a member of the Local Union Executive or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.

- (a) Formal Discussion
- (i) If a difference arises between one or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with the Director within 10 days of becoming aware of the alleged violation. If it is not resolved

in this manner, the employee(s) shall seek the advice and help of the Board of Directors.

If within 10 days of the formal discussion, the response of the Directors fails to resolve the issue, the alleged violation becomes a grievance. It will be submitted in writing and delivered to the Employer through the Union.

Grievances will indicate:

- (a) the nature of the grievance;
- (b) the clause or clauses claimed to have been violated;
- (c) the redress sought.

(i) However, the mandatory formal discussion stage set out in Article 28.02 (a)(i), shall be bypassed when the employee has been given a letter of discipline pursuant to Article 27.

(ii) In the event that the difference is of a general nature affecting two or more employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

Either Party may initiate a meeting for the purpose of resolving a difference prior to the filing of a formal grievance or prior to or during grievance or arbitration proceedings.

(b) Step 1

The grievance shall be submitted in writing, and signed by the Employee or the Union, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director and the Board of Directors within ten (10) days of the formal discussion. The decision of the Director and the Board of Directors shall be made known to the Employee and the Union within ten (10) days of receipt of the written statement of grievance.

(c) Step 2

Should a grievance not be resolved at Step 1, the Union may elect to submit the grievance to Mediation. In this case, the Union shall notify the Employer in writing within ten (10) days of receipt, of the decision of the Director and the Board of Directors, that the Union wishes to proceed to Mediation. A mediator shall be appointed by the Director of Mediation Services who shall endeavor to mediate a settlement.

(d) Step 3

Should a grievance not be resolved through Mediation, if chosen, at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer in writing within ten (10) days of the receipt of the outcome of the mediated decision that the Union wishes to proceed to Arbitration, and at the same time the Union shall name its appointee to the Arbitration Board. Within ten (10) days of the Director receiving such written notice, the Director shall notify the Union in writing of the Employer's appointee

Mediation Services to appoint a qualified person to act as Chairman of the Arbitration Board or single Arbitrator.

The Arbitration Board or single Arbitrator shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the term of this Agreement or to deal with any matter not covered by this Agreement. In the event that the Arbitration Board or an Arbitrator by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all circumstances.

The decision of the Arbitration Board or single Arbitrator shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expense of the Chairman.

#### **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 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.
- 29.04 Where two (2) or more wage based premiums may apply, the Employee will be paid all premiums with the exception of short notice premiums. In that instance, the greatest of the applicable premiums shall apply.
- 29.05 Whenever the Ambulance Director is absent and unavailable for duty as a result of vacation or long-term illness, his position will may 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 Acting Director shall be considered to be outside the Bargaining Unit.

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.

Mutual agreement between the Employer and the Acting Director for wage differential shall be established as per internal policy.

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

## **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) Great West Life Supplementary Benefit Plan, or equivalent;
- (b) Great West Life 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 if applicable;
- (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

\*\*Effective January 2013 – Manulife will be the Benefit Provider and will include the equivalent or better than the above noted terms in (a), (b) and (d). And Article 30.02

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. Effective January 2013, the premium costs will be: Employees will pay 100% of the premiums for the pooled benefits of LTD (Long Term Disability), STD (Short Term Disability) and Life Insurance. The Employer will pay 100% of the premiums for all other employee benefits. Employees may access their Flex Spending Account to cover premium costs where applicable.

30.04 Sick leave credits will be accrued from date of employment. 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). Sick leave credits can be accessed only after successful completion of the probationary period.

(a) Sick Leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. A Doctor's note requested by the Employer will be reimbursed if receipts are provided for any costs incurred.

(b) An Employee granted sick leave shall be paid for the period of such leave at his basic rate of pay, and the number of days thus paid shall be deducted from his accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.

(c) Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted in place of any leave of absence.

(d) Sick leave shall be granted for the period of sick time falling within a scheduled vacation period provided that the employee provides medical documentation during the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

(e) Any employee who is found to have abused sick leave will be terminated for just cause.

(f) Upon termination or resignation of employment, all sick leave credits shall be cancelled and no payment shall be due.

(g) An employee who is on sick leave is not permitted to be gainfully employed during the period.

(h) In circumstances where an Employee has been absent due to illness for two (2) tours or more, the Employee must provide written notice of intent to return to work at least seven (7) calendar days prior to his/her anticipated date of return. Such notice must be accompanied by medical documentation confirming the Employee is fit to return to work as of the proposed date.

(i) An Employee may be required by the Employer to furnish a medical certificate from a qualified medical practitioner stating whether the Employee has a medical problem, the prognosis of the return to work information and any physical or mental restrictions and/or limitations. When a medical practitioner charges a service fee for filling out a medical certificate, the Employer will reimburse the Employee for that service fee.

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 ACP fees will be paid by the Employer for casual employees provided he/she has worked at least thirty-six (36) hours in the three (3) months previous to ACP registration fees being due.

### **ARTICLE 35 – 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).

### **ARTICLE 36 – CRITICAL INCIDENT STRESS MANAGEMENT**

Where critical incident stress debriefing is requested by an employee or at the discretion of the Employer, it shall be provided as soon as practicably possible and the employee will suffer no loss of earnings for the duration of the shift.



## **ARTICLE 37 – STRANDING**

In the event that circumstances prevent an employee's return to his/her place of employment while on duty, the following principles shall be observed in determining compensation:

- (a) An Employee shall suffer no loss of earnings.
- (b) An Employee shall be reimbursed for reasonable and substantiated expenses.
- (c) Work shall be considered complete at the end of the regularly scheduled shift or when the employee reaches his/her overnight accommodation site if overtime has occurred (whichever is later) and a new shift at regular rate of pay begins at the time of departure from the accommodation site.
- (d) Where an employee is unable to return to their regular work site on a regularly scheduled day of rest, he/she will receive overtime pay in accordance with Article 13 for the length of his/her shift.
- (e) An employee is required to make arrangements that will minimize the time spent in travel.

## **ARTICLE 38 – STATION AMENITIES**

The Employer agrees to provide a minimum of two (2) beds for duty crew use, kitchen and lounge facilities will be made available at no charge.

## **ARTICLE 39 – RECOGNIZED EXPERIENCE CRITERIA**

The parties agree that previous experience recognition is important to the placement of experienced EMS personnel on the wage grid.

Upon verification that a prospective Employee has job specific and relevant experience in at least the 12 months immediately preceding employment with St. Paul Ambulance, the employee may be placed on the wage grid, one salary increment step for each four full years of service, up to a maximum of two increment steps.

The following criteria will be considered (but not limited to just the following) in recognizing previous experience of new paramedics:

- The number of years of experience working on an EHS licensed minimum BLS ground or ground/air ambulance service.
- Air ambulance service or transfer service alone will not be considered.
- Experience must have been with a comparable service with respect to call volume.
- Credit for a full year is equivalency of 2190 hours per year.

- Must have been an ACP licensed practitioner (or provincial equivalent) and working primarily in an EMS capacity.
- Must have been able to utilize full scope of practice during this time (ie. No restrictions as per ACP).
- Notification of previous experience to be recognized must be addressed with the Employer within 30 days of hire.
- 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.

Seniority and wage grid placement are not the same. Verification for wage grid placement follows the above noted criteria and is determined at the discretion of the employer on a case-by-case basis.

Consideration of industry seniority placement for all employees will be in accordance to when their registration number was attained by ACP, and includes all time worked as a Paramedic or EMT with all prior employers as well as St. Paul Ambulance. Site-based seniority will include just the time worked at St. Paul Ambulance. The seniority list will contain both dates in separate columns. While working at St. Paul Ambulance – site-based seniority will have priority over industry seniority for all intents and purposes of the current collective agreement. Industry seniority will apply to all issues outside of the current collective agreement.

**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 4<sup>th</sup> day of October, A.D., 2012.

**ST. PAUL & DISTRICT AMBULANCE SERVICE**

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









## APPENDIX "A" – WAGES 2012

2011	Start/prob	Step 1	Step 2	Step 3	Step 4	
EMR	\$ 20.42	\$ -	\$ -	\$ -	\$ -	
EMT	\$ 22.54	\$ 23.44	\$ 24.38	\$ 25.36	\$ 26.37	
EMT-P	\$ 30.81	\$ 32.05	\$ 33.33	\$ 34.67	\$ 36.05	
2012	Start/prob	Step 1	Step 2	Step 3	Step 4	LSI*
EMR	\$ 21.03	\$ -	\$ -	\$ -	\$ -	\$ 22.08
EMT	\$ 23.22	\$ 24.14	\$ 25.11	\$ 26.12	\$ 27.16	\$ 28.52
EMT-P	\$ 31.73	\$ 33.01	\$ 34.33	\$ 35.71	\$ 37.13	\$ 38.99

\*to qualify for the Long Service Incentive for the 2012 Collective Agreement term, you must have 3 years or more as of April 1, 2012.

### Increment progression:

- Probation to Step 1 (6 months)
- Step 1 to Step 2 (6 months)
- Step 3 and beyond annually by hire date

### Shift Supervisor

Minimum of \$0.75/hour over and above regular wages

### Deputy Director

Minimum of \$1.25/hour over and above regular wages.

### 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 third anniversary date, an employee shall receive an additional \$300.00.

ALBERTA REGIONAL OFFICE

#300, 10235 - 124 Street N.W., Edmonton, AB T6N 1P9, (780) 484-7844, Fax: (780) 489-2202 cupe.ca scfp.ca

Letter of Understanding

between

St. Paul & District Ambulance Service

and

CUPE Local 3197-01

Re: Start Time

It is agreed by the parties that the start time referred to in Article 4.09 and any other Article that may apply will be changed to the time agreed to by the majority of the bargaining unit staff polled prior to the signing of the 2012/2013 Collective Agreement at the end of August, 2012.

For the Employer:



For the Union:



Signed this 13<sup>th</sup> day of August, 2012.

It is further agreed that an Achievement Award will be given to all employees with more than 3 years of service as of April 1, 2012. The Award will be 5% of gross wages from the previous 12 months. This is a one-time award for the April 1, 2012 to March 31, 2013 term. Incorporated as LSI on wage grid.

PAUL MOIST – National President / Président national CHARLES FLEURY – National Secretary-Treasurer / Secrétaire-trésorier national

TOM GRAHAM – FRED MAHN – DANIEL LÉGÈRE – LUCIE LEVASSEUR – BARRY O'NEILL – General Vice-Presidents / Vice-présidents généraux

