

# **J T AMBULANCE SERVICES INC.**

**April 1, 2013 to  
March 31, 2018**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**J T AMBULANCE INC.  
GRENFELL, SASKATCHEWAN**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 3491**

**APRIL 1, 2013 TO MARCH 31, 2018**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 14th day of July, 2016.**

**between**

**J T AMBULANCE INC.  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION  
hereinafter referred to as "the Union"**

**PARTY OF THE SECOND PART**



## ARTICLE 1 PURPOSE

WHEREAS it is the desire of both parties of this Agreement:

- a) To provide excellence in the level of service and maintain a high standard of health services in the transportation of patients.
- b) To promote co-operation and understanding between the Employer and the Union;
- c) To encourage efficiency and safety in operations;
- d) To maintain and improve harmonious relations between the employer and the employees;
- e) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement, therefore the Employer and the Union mutually agree as follows:

## ARTICLE 2 INTERPRETATION

In the Agreement, unless the context otherwise requires, the expression:

- 2.1 **Union** - means the Saskatchewan Government and General Employees' Union representing the employees of J T Ambulance Service Inc.
- 2.2 **Employer** – means - J T Ambulance Service Inc.
- 2.3 **Licensed Operator** – means J T Ambulance Service Inc.
- 2.4 **Employee or Employees** - means a person to which the terms of this Agreement apply and as indicated in Article 2 of this Agreement.
- 2.5 **Owner Manager** – means the owner and licensed operator of J T Ambulance Service Inc.
- 2.6 **Office Manager** - means the out-of-scope Office Manager.
- 2.7 **Promotion** - means the movement of an employee from a position in one class to a position in another class bearing a higher maximum salary.
- 2.8 **Demotion** - is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.

- 2.9** **Permanent Employee** - means an employee who has successfully completed probationary period on initial appointment.
- 2.10** **Permanent Full-time**- means an employee who has completed the probationary period, who works full time in a position, continuing in nature, on a regularly scheduled basis.
- 2.11** **Permanent Other Than Full-time** – means an employee who has completed the probationary period and who works less than full-time on a continual, regular scheduled basis.
- 2.12** **Casual Employee** – means an employee who works on a call-in basis and who does not work a regular, recurring schedule, or who may be hired for a term of less than three (3) months.
- 2.13** **EMR** – means Emergency Medical Responder.
- 2.14** **EMT** - means Emergency Medical Technician.
- 2.15** **EMT Advanced** - means Emergency Medical Technician Advanced.
- 2.16** **Pay Plan** – means the scale of wages as contained in Schedule “A” and the rules governing its application as contained in Article 17 (Pay Administration).

**ARTICLE 3 SCOPE**

- 3.1** The terms of this Agreement shall apply to all employees (pursuant to LRB File No. 040-99) of the Employer excluding the following:

Owner Manager

Office Manager

In view of the fact the owners of the company directly participate in the operations of the services, it is understood and agreed that they shall not be restricted from performing the duties of the bargaining unit for which they are qualified within the scope of this agreement.

- 3.2** **All New Positions To Be Negotiated**

The Employer agrees to negotiate the inclusion or exclusion of all newly created positions. The parties will negotiate, rates of pay, hours of work, working conditions etc.

**ARTICLE 4 MANAGEMENT RIGHTS**

The Union acknowledges that it is the right of the Employer to manage the operation and direct the workforce in all respects unless specifically

limited by the terms of this Agreement, in a manner that is fair, reasonable, and consistent with this Agreement.

## **ARTICLE 5      UNION SECURITY**

### **5.1              Recognition**

The employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.01. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.

No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the proper authorization of the Union. The Union will supply the employer's representative with the names of its officers. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

The Union recognizes the responsibility of its members to perform and carry out their respective duties in accordance with regulations, the work standards, methods and procedures established by the Employer.

### **5.2              Present Security and Benefits**

All rights benefits privileges and working conditions which employees enjoyed, received or possessed at the time of certification, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

### **5.3              Union Business**

- a) Except in unusual circumstances, the Union agrees to give the employer adequate and reasonable notice when employees require leave to attend Union conventions, meetings, conferences and learning opportunities.
- b) Subject to item (c) below, the employer agrees to grant, a leave of absence with pay for the employees to attend Union conferences, meetings etc., provided that such leave does not interfere with the operation of the business; and, the employer will not unreasonably withhold such leave.

- c) The Union agrees to reimburse the Employer for all wages and benefits paid under this article to ensure the service to the clients is maintained.

#### **5.4 Work of the Bargaining**

Except in the cases mutually agreed upon (as in Article 3.1) persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

#### **5.5 Non Discrimination**

The employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, sex, political activity, religious affiliation, marital status, physical size, or sexual orientation nor by reason of membership or activity in the Union.

#### **5.6 Plural or Masculine/Feminine Terms**

Wherever the feminine gender is used in the Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so required or vice versa.

#### **5.7 Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the member of the Union.

#### **5.8 Check-Off**

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Executive Director of Operations of the Union prior to the tenth (10) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

## **5.9 Monthly Statement**

The Employer shall forward a monthly statement to the Executive Director of Operations and the Chair of the Bargaining Unit, showing the names of all new employees covered by this agreement, hired during the month, and state their date of hire, employment status, classification and rate of pay, as well as the names of all employees who terminated employment and their date of severance.

## **5.10 Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

## **5.11 Name/Address Changes**

It shall be the responsibility of the Employee to advise the Employer and the Union of any change of name, marital status or place of residence.

## **5.12 No Individual Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer representative which may conflict with the terms of this collective agreement.

## **5.13 New Employees**

The employer agrees to inform new employees that a Collective Agreement is in effect and the requirement of membership as a condition of employment (i.e. dues and check off), as defined by the Trade Union Act.

A representative of the Union shall be given thirty (30) minutes of time during working hours within the first two (2) weeks of employment, wherever possible, to acquaint new members with the benefits and duties of union membership and signing dues deduction authorization cards, etc.

## **5.14 Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out of scope position shall continue to have union dues deducted from his pay cheque and shall be entitled to all benefits and rights including seniority for the first six months. Where the temporary appointment/backfill is for Maternity/Paternity leave coverage, the parties by mutual agreement shall extend these contractual rights up to one (1) year

No employee shall be appointed to an out of scope position without his consent.

An employee who is appointed to an out of scope position, shall have the right to revert to his most recent position within six (6) months from the date he moved into the out-of-scope position.

**5.15 Bulletin Boards**

The employer shall make available to the Union a bulletin board in the staff office so that the employees have access to it, upon which, the Union shall have the right to post notices and information, which may be of interest to the employees.

5.15.1 There shall be an opportunity made available to announce union meetings at all staff meetings.

**5.16 Employer Policies Relating to Conditions of Employment**

The Employer agrees that matters of policy which relate to the conditions of employment and which affect employees within the bargaining unit, shall be communicated to the Union for the purpose of resolving issues that could be in conflict with this agreement.

**5.17 Steward Recognition**

The Employer agrees to recognize the steward(s) as designated representatives, elected by the Union.

**5.18 Contact at Work/Union Access**

The Union or designated representatives shall have the right at any time during working hours, to contact employees on matters respecting this Agreement or its administration and shall, without loss of pay, assist in investigating, preparing and settling grievances, or disputes. It is understood these contacts will be conducted within reasonable time limits. It is understood that at any time during working hours, should there be a call for services, employees on duty will immediately respond to the call irrespective of the existing discussions underway.

**5.19 Names of Stewards**

The Union shall notify the employer's representative(s) in writing of the name of each steward.

**5.20 Grievance Committee**

The stewards elected by the Union shall constitute the Union Grievance Committee and the Bargaining Committee.

**5.21 Collective Bargaining**

Stewards elected as members to the Bargaining Committee in direct negotiations, or, involved in preparation work for the purpose of

bargaining or facilitating ongoing negotiations with the Employer, may conduct this work while on duty, with the understanding that if called, the employee(s) will immediately respond to the call irrespective of the discussions underway.

**5.22 Production of Collective Agreement**

The Union will assume responsibility for the production of the Collective Agreement and agrees to provide the Employer with 4 copies.

**ARTICLE 6 GRIEVANCE PROCEDURE**

**6.1 Preamble**

The parties will make every effort to settle grievances as fairly and promptly as possible. It is agreed, that all differences between the parties to, and or, the persons bound by the Collective Agreement, or on whose behalf of this Agreement has been entered into, (concerning its meaning, interpretation, application, or violation,) shall be settled in accordance with the grievance and arbitration procedure provided below, without stoppage of work by the Union or lockout by the employer.

**6.2 Problem Resolution (Informal Process)**

- i) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the Manager or designate in an effort to resolve the problem. The Manager or designate shall convene a meeting with the employee within seven days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.
- ii) The Manager or designate shall provide the decision within seven business days of the meeting and the decision shall be presented to the employee and the shop steward.

**6.3 Grievance Procedure (Formal Process)**

**Step One**

An earnest effort shall be made to settle grievance as fairly and promptly as possible. The following sequence shall occur and will end at the employee's request or when settled to the satisfaction of the union. Grievances will be handled in the following manner:

The Employer shall, upon receiving a Grievance Claim Form, completed by an authorized Union Steward or SGEU staff representative or designate, comply with the procedure under Step 1 and hear the grievance within two (2) business days

The grievance shall be submitted in writing by an authorized union steward or SGEU staff member, on behalf of the aggrieved, to the Manager or designate within thirty (30) calendar days. The Manager or designate shall render a decision in writing to the grievor, and the shop steward within fifteen (15) calendar days.

In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director of Operations of the Union.

For any grievances on the grounds of deprivation of monies or leave due to an employee, notice of grievance is to be given within one (1) year after the date on which the alleged deprivation occurred

### **Alternate Dispute Resolution Process**

Within thirty (30) days of receipt of the response at Step 1, the parties will meet to determine one of the following dispute resolution mechanisms:

#### **Mediation or Expedited Arbitration Process as per Appendix “B”**

Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union within thirty (30) days will inform the Employer in writing of their intention to advance the grievance to expedited arbitration.

Notwithstanding the above, should the parties not agree to grievance mediation either party within thirty (30) days of receiving the response at Step one, advance the grievance and place the grievance into the expedited arbitration process as set out in Appendix “B”.

#### **6.4 Grievance Process**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article shall be used to initiate the grievance.

#### **6.5 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

#### **6.6 Extension of Time Limits**

Once the grievance has been submitted in writing, the time limits may be extended by mutual written agreement.



## **6.7 Changes to the Agreement**

Any mutually agreed changes to the collective agreement shall form part of this collective agreement and are subject to the Grievance Procedure. Such changes must be written and signed by both parties.

## **6.8 Access to Grievance Information from Employer**

The employer agrees to provide to the Grievance Committee relevant information regarding the grievor, when requested in writing and accompanied by signed authorization of the grievor(s) concerned.

# **ARTICLE 7 PROGRESSIVE DISCIPLINE**

## **7.1 Preamble**

- a) Both parties agree that the employer will make reasonable effort, or endeavour to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- b) The employer acknowledges the right of employees to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) In the event the employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place.

## **7.2 Right of Union Representation**

Where the employer intends to discipline an employee, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a union representative or paid staff representative of the Union, present at the interview.

## **7.3** The parties to this Agreement recognize the principles of progressive discipline:

- 1) verbal reprimand
- 2) written reprimand
- 3) suspension
- 4) dismissal

#### **7.4 Constructive Counselling and Coaching**

The Employer and the Union recognize the difference between discipline and constructive job counselling, and nothing is intended to restrict the Employer's right to counsel.

#### **7.5 Appraisal Reports/Personnel Files**

An employee who receives an adverse written or unfavourable verbal appraisal concerning work performance or conduct, while employed with the employer, shall be entitled to discuss the appraisal and challenge the expression of dissatisfaction, by having their written response become part of employers record. Where the employee responds verbally, the employer shall note the employee's comments for the record.

#### **7.6 Documentation on Employee's File**

The Employee shall be allowed access to their personnel file to review documents therein, pertaining to work performance or conduct providing the Employer is given sufficient notice to arrange for access.

A copy of any document, or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall, be supplied concurrently to the employee and, upon request by the employee, to the Union.

#### **7.7 Limitation of Use of Adverse Report**

After eighteen (18) months, an adverse report shall be removed from the employees' file. If a report or appraisal is dated more than eighteen (18) months, such report, shall not be used in any action against the employee. The parties acknowledge the employer's obligation under law and regulation to retain information relating to complaints and/or mistreatment of patients.

#### **7.8 Resolution of Work Performance Problems**

The employer shall, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or terminated. The employee shall have the right to have a shop steward present.

#### **7.9 Burden of Proof**

In cases of disciplinary action, proof of just cause shall rest with the Employer.

## **7.10 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to such.

## **7.11 Records of Employees**

Employees shall have the right to review their personnel file. A Union representative, with the written authorization of the employee, and with reasonable notice, shall have access to the file.

Progressive Discipline Will Be Applied As Follows:

## **7.12 Verbal Reprimand**

The Manager or designate will verbally outline to the employee any reasons for the reprimand, how she should correct her work or behaviour, and what will happen if the work standards are not adhered to or the misconduct continues. A shop steward shall be present as a witness if requested by the employee.

## **7.13 Letter of Reprimand**

If an employee displays no change in action/behaviour to the verbal reprimand, the Manager shall reprimand that employee by means of a letter of reprimand, to the employee. A copy of the letter shall be sent concurrently to the Union office. Such letters shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded.

**7.14** Eighteen (18) months following discipline, the employer shall remove the written documentation from the employee's personnel file, if no problems were noted, in the area for which the employee was disciplined. The parties acknowledge the Employer's obligation under law and regulation to retain information relating to complaints/mistreatment of patients.

## **7.15 Suspension**

Where the Employer has provided reasonable time for the employee to meet the work standards or correct the behaviour, and there is still no positive response from the employee, the Employer will give notice of suspension to the employee, in writing, giving the reasons for the suspension. The days of suspension shall be stated in the letter. A copy

of the letter of suspension will be supplied to the Shop Steward and a copy sent to the Executive Director of Operations of SGEU.

**7.16 Dismissal Only For Cause**

Dismissal shall be effected by the Manager. The employee shall receive written notice of the action, which shall include a statement of the reasons for dismissal. Letters of dismissal, in any and all instances shall be forwarded to the Union.

**7.17** An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure (Article 5). Step 1 of the Grievance Procedure shall be omitted in such cases.

**7.18 Right to Have a Steward**

A steward or local union officer shall have the right to consult with an SGEU staff representative and to have her present at any discussion with the supervisory personnel which is the basis of disciplinary action.

An employee shall have the right to have a steward present at such meetings if she so desires.

**7.19 Reinstatement of Rights**

An employee, who has been suspended, demoted or dismissed without just cause, shall under this Article, upon re-instatement, receive all rights and benefits retroactive to the date of the suspension, demotion or dismissal.

**ARTICLE 8 SENIORITY**

**8.1 Definition**

The seniority of an employee is defined as the length of service from the date of initial employment, with the employer and based on number of paid days worked, exclusive of overtime. In all cases, seniority shall include service with the Employer prior to certification or recognition of the Union.

**8.2 Seniority Lists**

The employer shall maintain a seniority list of all employees showing the date started and number of days worked. The list will state the accrued seniority of each employee up to December 31, Fiscal year end.

Such list shall be sent to the Union by February 1 of each year and remain posted on the bulletin board for the balance of the year.

In the case of other than full-time (casual) employees, seniority shall be calculated according to days worked.

Any employee can challenge the accuracy of the list within a four week period following the posting of the list. All challenges should be directed to the Manager for a review and the employee must provide satisfactory proof of the error. Where satisfactory proof of the error is provided, the seniority list will be corrected to reflect the (seniority) length of service of each employee.

### **8.3 Maintenance and Accrual of Seniority**

Seniority shall be maintained and accrue during:

- i) All periods of paid leave
- ii) Leave of absence without pay for periods not exceeding three (3) months
- iii) Maternity Leave
- iv) Adoption Leave
- v) Parental Leave
- vi) Layoff up to and including three (3) months
- vii) Time off while receiving Workers Compensation Act benefits
- viii) Time off while receiving benefits under weekly/monthly indemnity and Long term disability Plan

### **8.4 Maintenance of Seniority**

Seniority shall be maintained, but shall not accrue:

- i) Periods of unpaid leave over three (3) months
- ii) Layoff over three (3) months

### **8.5 Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for just cause (and not reinstated under the Grievance or Arbitration Articles of this agreement)
- b) Voluntary resignation in writing
- c) Voluntary retirement.
- d) Failure to return to work without an acceptable reason to management following the completion of a leave of absence or within fifteen (15) days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.

- e) An employee who has been continually laid off due to lack of work for a period of twelve (12) months.

Notwithstanding anything to the contrary herein, full-time employees shall in all cases be deemed to have greater seniority than casual employees.

## **8.6 Role of Seniority**

Any permanent employee who is laid off, shall have the right to exercise her total seniority to bump (displace) the employee with the least seniority.

All casual employees will be called in order of seniority subject to availability.

All overtime offered to full time employees will be done on a rotational equitable basis.

## **ARTICLE 9 APPOINTMENTS**

### **9.1 Position Designations**

All positions within the scope of this Agreement shall be designated as either:

- a) Permanent Full-time
- b) Permanent Other than Full-time
- c) Casual

### **9.2 Filing Positions by Competition**

Vacancies and new positions covered in the scope of this Agreement shall be subject to in-service competition by all employees.

### **9.3 Job Postings**

9.3.1 When a new position is created, or when a vacancy occurs, the employer shall notify the Union and post notice of the position in the office for a minimum of seven (7) calendar days. Applications must be received within seven (7) days from the date of posting.

9.3.2 This article shall not apply to temporary replacements necessitated by illness, injury or other leave of absence of three (3) months or less. In all cases, these vacancies shall be filled by the senior qualified employee.

#### **9.4 Information on Posting**

The bulletin shall set out the following information:

- a) name of position;
- b) position number;
- c) duties and classification/designation, and locality of position;
- d) a brief description of duties;
- e) qualifications required;
- f) salary;
- g) hours of work;
- h) position designation (i.e. full-time permanent less than full-time, casual)
- i) deadline date for application, and any other pertinent information.

#### **9.5 Advertising**

No new employee shall be hired until the applications of present employees and those on the re-employment list have been fully processed and considered.

#### **9.6 Notification of Applicants**

The employer shall notify the Chair of the Bargaining Group/Union of the applicants for the job and of the seniority of the applicants.

**9.7** Following the closing date for the receipt of applications, the Employer shall advise the Chair of the Bargaining Unit/Union of the applicants for the job, in order of seniority and shall notify the applicants, within the Bargaining Unit, of the appointment of the successful applicant.

#### **9.8 Promotions or Appointments to Permanent Staff**

**9.8.1** The most senior qualified candidate in the bargaining unit who meets the necessary qualifications as stated and required for the position, shall be appointed to the position.

**9.8.2** If the senior applicant or any other employee, who is senior to the selected candidate, is not selected, she shall have the right to appeal against the Employers decision through the grievance procedure (subject to the provisions in article 9.8.3 below). Applicants who have not completed their initial probation shall not have the right of grievance.

9.8.3 All grievance appeals to be heard under this subsection, shall be filed with the Employer within five (5) business days from the date of notification. To minimize disruptions resulting from the selection process, the Step 1 grievance will be heard within forty-eight (48) hours.

### **9.9 Probation on Initial Hiring**

- a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.
- b) Employees hired on a permanent other than full time or casual basis shall serve a probationary period of one hundred and twenty two days worked.
- c) Employees transferring or promoting shall serve an additional probationary period of two (2) months in their new positions.
- d) If the Employee is required to revert or voluntarily reverts within the probationary period, to her former position, during this period, she shall receive her former rate of pay, subject to any increments and receive any and all benefits she would have earned, had she not vacated the position.
- e) During the period of initial probation an employee will not accumulate seniority. Upon completion of the probationary period, the employee will be awarded seniority back to his start date
- f) By mutual agreement of the parties, the probationary period for any employee may be extended beyond the established probation period.

### **9.10 Completion of Probationary Periods**

At the successful completion of the probation the Employer shall act to confirm or annul an appointment in writing, not later than the expiry date of the probation period. Subject to article (f) above.

### **9.11 Probation on Re-Employment**

No probationary period shall be required of an employee with seniority who is re-employed in a position equal/similar to a position in which she formerly held permanent status with the employer.

### **9.12 Probationary Period/Reversion Rights**

If an employee does not qualify in the probationary period, or the employee chooses to revert to her former position, within the probationary period, the employee shall revert to the position held prior



to promotion, at the same step in the salary range, subject to any increments that would have been earned had the promotion not taken place.

## **ARTICLE 10     JOB SECURITY**

### **10.1            Long Term Disability**

- a)     Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work to a maximum of two (2) years.
- b)     Employees who are fit to return to work within a maximum of two (2) years shall be reinstated in their previous position or an equivalent position.
- c)     Employees on such leaves shall maintain seniority during the term of the leave.

### **10.2            Employer Amalgamation**

**In the event the employer merges, amalgamates, or otherwise disposes of its services, Part IV Labour Relations Division 4, 6-18 through 6-21 of the Saskatchewan Employment Act shall apply.**

## **ARTICLE 11     LAY-OFFS AND RECALLS**

### **11.1            Definition of Lay-Off**

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **11.2            Role of Seniority in Lay-Off**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining-wide seniority. An employee who has been laid off, shall have the right to bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee and meets the requirements of any regulations governed by legislation.

### **11.3            Notice of Lay-off to the Union**

Notice of termination or lay-off of employees shall be as provided in The Labour Standards Act

#### **11.4 Continuance of Benefits During Lay-off**

During a lay-off, employees shall maintain all previously earned benefits, subject to the terms of such plans and shall also maintain all service credits. Accrual of benefits and credits during lay-off shall be proportional to time worked during lay-off. An employee who has been laid-off for a period of twelve (12) months, shall be deemed to have had his employment terminated.

#### **11.5 Re-Employment List**

In the case of lay off, a recall/re-employment list based on seniority by job classification shall be established, and copies of current recall lists, shall be maintained by the Employer. Such copies to be supplied to the Chair of the Bargaining Committee.

#### **11.6 Recall Procedure**

- a) Employees shall be recalled in the order of seniority. Employees being recalled from lay-off shall be notified by a double registered letter addressed to the employees last known address. The employee is responsible to keep the employer advised of his current address and phone number.
- b) The Employee concerned must notify the Employer by telephone, and confirmed by a registered letter, within seven (7) calendar days. Upon receiving the recall by the Employer, stating his acceptance or refusal of the employment offered.
- c) Where the Employer does not receive such confirmation from the employee within the stated seven (7) calendar days, accepting the offered employment, the employee shall be deemed to be terminated unless the employee can provide just cause and sufficient reason for the failure to respond to the recall.
- d) It is understood that the employer may hire employees from any source to fill operational requirements pending the return to work of the recalled employee(s)

#### **11.7 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

#### **11.8 Severance Pay**

The Employer will pay Severance Pay in accordance with the Labour Standards Act.

**11.9 Notice of Resignation**

Employees will give two (2) weeks notice of resignation.

**ARTICLE 12 HOURS OF WORK AND OVERTIME**

**12.1 Definition of “Work”**

For purposes of this Agreement “work” means the period during which an employee is required or permitted to be at the disposal of the Employer.

**12.2** Effective November 1, 2001 hours of work for permanent full time employees will be based on 173.3 hours per month, less applicable public holiday hours in each month.

**12.3 Overtime**

Overtime will be paid for hours worked outside regular scheduled hours. Overtime will be for a minimum of three hours if separate from regular hours.

**12.4 Off Duty**

Each day off duty the employee shall not be required to be available or to report for duty except in cases of life threatening emergencies.

**12.5 Response Time**

In recognition of the emergency nature of the ambulance business, it is agreed that all Employees will respond, whenever possible, within five (5) minutes, to any request to return to duty in the event of emergency, unforeseen disaster or operational requirements

**12.6 Scheduling**

Work schedules shall be confirmed and posted ten (10) calendar days in advance in a place accessible to all employees. Deviation from the schedule shall be only by mutual agreement between the Employee and the Employer.

**12.7 Working on Scheduled Day Off**

An employee requested to work on a scheduled day off shall be paid overtime at time and a half (1.5) the employee’s regular rate of pay for a minimum of three (3) hours.

## **12.8 Exchanging Shifts**

The employees may voluntarily exchange shifts with other employees subject to prior approval of the Employer. No overtime will be paid as a result of a change unless overtime would have been payable irrespective of the change. No exchange of shift shall be unreasonably denied.

## **12.9 Continuing Education**

Time spent in re-certification/continuing education outside of regular scheduled hours shall be considered as time worked **for the purpose of seniority only.**

## **12.10 Regular Call Back**

**Any Employee who is called back to work after having completed her regular work schedule and having left the work site, shall be paid at the rate of time and one-half (1-1/2) the regular rate for the first (1st) three (3) hours and thereafter double (2x) the regular rate of pay, but with a minimum of two (2) hours at the rate of time and one-half (1-1/2) the regular rate. This will be effective April 1st, 2015.**

### **12.10.1 Banking of Overtime**

Employees will also be allowed to bank overtime as time in lieu to a maximum of \$1500 total accumulation annually. This may be carried over the next year, but cannot be added to.

### **12.10.2 Standby pay**

Employees will be paid **\$3.15** per hour for each hour on standby on a regular working day and **\$4.25** per hour for each hour on standby on days off and Statutory Holidays (Article 13). Standby pay for **casual** staff will be \$5.00 per hour effective **July 1, 2015**

**12.11** A weekend premium shall be paid at the rate of **\$2.25** an hour for each hour worked between 0000 Saturday and 2400 hours Sunday effective **July 1, 2015**. This rate will be added to the rates of pay and will not be included in the overtime premium. As of January 1, 2009 the union agrees to remove the weekend premium from overtime rates

## **ARTICLE 13 STATUTORY HOLIDAYS**

### **13.1 Definition**

For the purposes of this Agreement the following shall be considered statutory holidays:

Boxing Day	New Years Day
Family Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day

**13.2 Pay Basis for Statutory Holidays**

All employees shall receive Statutory Holiday pay equivalent to .043 of gross earnings for every pay period. These earnings shall not be included as time worked for overtime calculations.

**13.3 Working on a Statutory Holiday**

In order to be paid for a Statutory Holiday worked, the majority of the employee's shift hours must fall on the actual day of the Stat. Employees required to be on duty on a Statutory Holiday shall be paid at the rate of time and one-half (1.5) their regular shift rate of pay.

**13.4 Overtime Rates on a Statutory Holiday**

An employee who is required to perform overtime work on a statutory holiday shall be paid at the rate of two and one-half (2.5) times his/her shift pay on a pro-rata basis.

**13.5 Statutory Holiday during Vacation**

When a designated statutory holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

**ARTICLE 14 ANNUAL VACATION**

**14.1 Definition**

Annual Vacation means annual vacation with pay.

**14.2 Annual Vacation Year**

The vacation year shall be the Employee's anniversary date of employment.

At the discretion of the Employer vacation may be granted prior to completion of one year of employment.

Requests for vacation shall be submitted in writing to the Manager.

**14.3 Annual Vacation Credits**

Permanent employees are entitled to:

- a) an annual vacation of three (3) weeks after the first and including the third year of employment.
- b) an annual vacation of four (4) weeks after the **(5) Fifth** year of employment. **Employee's on staff at the date of signing are grandfathered at the (4) weeks after (3) year level.**
- c) an annual vacation of five (5) weeks after the fifteenth (15) year of employment.
- d) an annual vacation of six (6) weeks after the twenty-fifth (25) year of employment.

Vacation pay for other than full-time and casual employees shall be paid per pay period.

**Vacation Pay will be paid out at regular hours of pay but will not include Standby Pay**

**14.4 Annual Pay Calculation**

All employees shall be entitled to receive vacation leave with pay within the first fiscal year in which it will be earned.

**14.5** Employees shall receive the greater of vacation pay calculated as follows:

- a) 

Vacation Credits		Employee's regular rate of
pay earned in accordance with	X	at time of taking
vacation		
Article 14.3		= Vacation Pay
- b) 3/52nds, 4/52nds, 5/52nds & 6/52nds of the employees gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to the employees.

**14.6 Carry-over of Annual Vacation**

An employee shall be permitted to carry over up to one (1) week of unused vacation from one year to the next. A written request will be submitted by the employee two (2) months prior to the anniversary date.

**14.7 Vacation Time/Rotation Method**

Preference in selection and allocation of vacation time shall be rotated to ensure equality regardless of seniority and shall be determined by staff consensus. In cases of dispute, seniority shall apply initially and on a rotating basis thereafter. All vacation, must be authorized by the Manager.

**14.8 Vacation Schedule**

Annual vacation shall be scheduled by the Manager, in accordance with the requests for vacation, which shall be submitted in writing by the employees. All employees will be given reasonable time to submit the desired vacation days and vacation requests shall not be unreasonably withheld or denied.

**14.9 Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period unless otherwise requested by the employee.

**14.10 Vacation Leave Records**

A record of vacation used and unused, will be kept by the Employer. At the close of each fiscal year, each employee shall receive a statement for review and verification purposes.

**ARTICLE 15 SICK LEAVE**

**15.1 Definition**

Sick leave means the period of time an employee is absent from work due to illness or accident for which compensation is not covered (payable) by the Workers' Compensation Act. Sick leave shall be time off with pay to the extent the employee has earned sick leave credits.

**15.2 Notification of Illness**

An Employee absent from duty on account of sickness shall notify the Manager at the earliest possible opportunity on the first day of absence. The Employer will arrange for staff coverage for the specified period.

**15.3 Accumulated Sick Leave Credits**

Permanent Employees shall be allowed one and one half (1 ½) day leave with pay for each completed month, upon commencement of their annual year (anniversary date). Upon resignation, such days taken in excess of one-half (.5) day per month will be deducted from the employee's salary accordingly. Sick leave credits shall accumulate from

year to year to a maximum of 64 days. **Sick Leave will be paid out on regular scheduled hours not including standby hours.**

**15.4 Proof of Illness**

A medical certificate may be required by the Manager from employees reporting sick for more than two (2) consecutive working days. Failure of the designated employee to provide such certificate within 5 days of the request will result in cancellation of sick leave pay.

**15.5 Sick Leave Credits Exhausted**

In cases where employees are sick beyond their accumulated sick leave credits, the Manager at her discretion, may allow up to five days sick leave credits, subject to Article 15.3.

**15.6 Leave of Absence While Sick**

The Employer shall grant leave of absence without pay to a maximum of thirty-six (36) months to an employee who has exhausted their sick leave credits.

**15.7 Sick Leave Records**

A record of all unused sick leave will be kept by the employer and each employee will receive a statement of sick-leave entitlement, at the close of each fiscal year. The employee shall review the records, and verify the information provided.

**15.8 Recognition of Social Illness**

The Employer and the Union recognizes that alcoholism, and drug abuse cause health problems. When necessary sick leave benefits may be granted for treatment on the same basis as now applied for other health problems. Employees whose partner is undertaking a rehabilitative program for alcoholism and drug abuse may apply for vacation time or leave of absence without pay to participate with her partner in such rehabilitative program.

It is recognized, by both the Employer and the Union, that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of management responsibility to maintain disciplinary measures within the framework of the Collective Bargaining Agreement.

**15.9 Sick Leave Credits During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing



accumulated sick leave credits at the time of such leave or lay-off, provided the employee returns from leave or lay-off within the confines outlined in the Collective Agreement. Credits shall be calculated as per article 15.3.

## **ARTICLE 16 LEAVE OF ABSENCE**

### **16.1 Bereavement Leave**

Bereavement leave with pay and without loss of benefits shall be granted to an employee. The leave shall be granted in the event of the death of an employee's spouse/partner brother, sister, parents, child, grandparents, grandchild or in-laws. Such leave shall consist of up to 3 days, which will be deducted from sick-leave accumulation. Additional leave without pay may be granted at the discretion of the Manager.

**16.2** An employee may be granted an additional five (5) days, without loss of pay or benefits, in the case of the death of a spouse, including common-law or same sex spouse, parents, sibling or child. Such additional leave shall be deducted from the employee's accumulated sick leave credits.

### **16.3 Discretionary Leave**

The Employer may in its absolute discretion, grant bereavement leave with pay, up to one (1) day, to an employee, due to the death of someone whom the employee maintained a close relationship.

### **16.4 Pressing Necessity Leave**

Employees shall be allowed leave of absence with pay, without loss of benefits, at the discretion of the employer in cases of pressing necessity up to a maximum of three days.

- a) An employee shall be entitled to access his or her accumulated sick leave credits to be absent from work. Accumulated sick leave credits may be accessed by an employee for pressing necessities as defined below, to a maximum of three (3) days per year, and may be taken in half or full days. Time required in excess of one (1) day at a time, may be authorized by the Employer in the case of:
  - i) the unexpected or sudden illness or injury of the employee's spouse or child, parents, sibling which prevents the employee from reporting for duty;
  - ii) surgery on the employee's spouse or child, parents, sibling;
- b) An employee absent from work due to pressing necessity must notify the Employer as soon as reasonably possible of his or her absence and the reasons for the absence. An employee who

has taken pressing necessity leave may be required to provide satisfactory evidence of the reasons for his or her absence.

**16.5 Dependent Care Leave**

An employee may be granted up to a maximum of three (3) months Dependent Care Leave without pay. There shall be no loss of seniority, benefits, increments, or job security while on Dependent Care Leave.

**16.6 Unpaid Leave**

- a) Unpaid leave is leave of a specified duration of up to two (2) years.
- b) Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer. The employee's request and the Employer's response shall be in writing. Requests for such leave shall be made one (1) month in advance of the commencement date, except in unavoidable circumstances.

**16.7 Benefits While on Leave of Absence Without Pay**

While on leave of absence without pay, employees shall be entitled to earned benefits as follows:

- a) One month or less: vacation leave, sick leave, seniority and increments:
- b) More than one month, but not more than three consecutive months;  
(Second and third month), seniority;
- c) More than three (3) consecutive months; - for the first, second and third month as specified above, for those months after three (3) consecutive months, no benefits except as provided in section 8.3 covering leave under the Workers' Compensation Act 1979, who shall accrue seniority.
- d) The benefits under (above three sections) shall apply only if an employee returns to work at the expiry of the leave of absence.

**16.8 Maternity, Paternity and Adoption Leave**

An employee shall be granted leave without pay for a period of up to 1 year in the event of pregnancy or adoption under the conditions of current Saskatchewan Labour Standards Act and any amendments thereto.

Upon return from such leave the employee shall be reinstated in their former position or in a comparable position. Such employee is entitled to their previous rate of pay without loss of benefits, increments, or seniority.

**16.9 Union Leave**

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence with maintenance of seniority for a period of one (1) year. Such leave shall be renewed each year, upon request, during the term of office.

**16.10 Education Leave**

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee who has passed probation, for Education leave for a period up to fifteen (15) months. Requests for periods beyond four months shall be at the discretion of the Employer.

Requests must be submitted to the Employer in writing and must specify the specifics of the course and the job relevance of the course. The Employer will evaluate the request based on factors, including: length of service, job relevance, budgetary restraints, and length of course.

**16.11 Educational Courses**

The Employer will make every effort to accommodate an employee including granting the use of vacation leave or time off in lieu of time worked, to attend educational courses.

The Employer will regularly provide information of educational courses applicable to the occupations and positions in the classification groups by posting them on the Bulletin Boards or circulating to the work areas.

**16.12 Tuition Payment**

The Employer will continue to pay tuition fees for the following: **Basic Trauma Life Support and C.P.R. when done in house.**

**16.13 Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror or court witness, shall be considered as time worked at the appropriate rate of pay, to the length of the trial or the court deems necessary, less any payment received from the courts.

If an employee is subpoenaed to court due to a work related incident, time spent travelling to and attending court shall be considered as time

worked and paid at straight time pay or time in lieu, whichever the employee chooses. Meals and mileage will be paid less any monies provided by the court.

**16.14 General Leave Without Pay**

Leaves of absence without pay other than those stated in this agreement may be requested by an employee. The Employer may grant such leave based on adequate coverage being maintained.

**ARTICLE 17 PAY ADMINISTRATION**

**17.1 Equal Pay for Equal Work**

The employer agrees to recognize the principle of equal pay for equal work regardless of the sex of the employee.

The wage schedule, covering employees occupying positions, Classifications and rates of pay, shall be set in Schedule "A", forming part of this Agreement.

**17.2 Payment of Wages**

Employees shall be paid twice per month, half of their monthly earnings on the banking day either on the fifteenth or prior to the fifteenth (15<sup>th</sup>) of each month if the fifteenth is not a banking day. The balance will be paid on the last banking day of the month.

**17.3 Temporary Performance of Higher Duties (TPHD)**

TPHD is the voluntary assignment of an employee to perform the primary responsibilities of a higher paid position. The Employer shall assign TPHD to the senior qualified applicant

An employee who is temporarily assigned to higher duties by the Employer shall be paid a premium through movement to the next highest wage rate in the range of the higher paid classification for the period of time that the employee is performing TPHD.

An Employee who is temporarily assigned higher duties by the Employer shall be paid at the corresponding step of the higher pay range.

**17.4 Promotion Formula**

On promotion an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 4% above her current salary and not more than the maximum of the new range.

## **17.5 Increments**

Full time employees shall be eligible for increments annually from their date of employment, promotion or reclassification. Except when a leave of absence is for more than 30 days in which case an adjusted increment date shall be established consistent with the period of leave taken.

Casual employees shall receive an increment, calculated from their initial date of hire, on each completion of 182.5 shifts, until such time as the Employee has achieved the maximum step in the pay range.

Whenever an employee's increment date or adjustment in salary occur on the same date as a promotion or reclassification the employee shall receive her increment or adjustment before the promotion formula is applied.

Increment dates shall not be affected by demotion.

When an employee's start date falls on the 15th of the month or later, increments are applied to the following month.

## **17.6 Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay, the employee will be credited with all seniority before the leave unless otherwise stated in this Agreement.

## **17.7 Employer Required Education**

- a) A system of on-the-job training and education so the employees shall be able to qualify for promotion. Such opportunity of training shall be allocated equitably. Any current practice of allowing paid educational conference and workshop leave shall continue.

## **17.8 Mileage**

When a staff member is requested by the Employer subject to the approval of the Manager to use their vehicle, mileage will be paid at the rate as set in the PSC/SGEU Collective Agreement.

All employees shall be required to possess and maintain a valid Saskatchewan Drivers Licence with valid endorsements as may be required by the Employer or applicable legislation, in order to retain their employment. Employees shall be responsible for immediately advising the Employer of any restrictions placed on their licence or the loss of such licence.

**17.9 Immunization Shots**

The employer shall pay the cost of inoculation for employees against Hepatitis B, Tetanus, Diphtheria, Mumps Measles and Rubella, or any other inoculations required for employees.

**17.10 Uniforms**

The Employer will furnish without charge such uniforms, which the employer requires the employee to wear, including scissors and pen lights. These remain the property of the employer and shall not be worn other than on duty.

The Employer recognizes that certain circumstances may require special laundering or dry cleaning of uniforms. Such requirements shall not be unreasonably denied by the Employer.

**17.11 Boot Allowance**

Upon submission of proof of purchase, the employer will reimburse all employees, the full cost, up to a maximum of \$300.00, cumulative by an amount of \$75.00 per year to a maximum of four (4) years for the replacement of footwear to be worn while on duty. The employee will be responsible for the purchase of the first pair of boots.

**17.12 Facilities on Premises**

The employer shall supply a television for the employees.

**17.13 Maintenance and Repair of Vehicles/Buildings**

It is recognized that the employees are employed and trained to provide ambulance service to the public. Therefore, employees while on duty shall not be required to perform repairs to buildings or equipment or to work on tasks unrelated to the provisions of ambulance service, provided however, that the employees shall be responsible for all reasonable cleaning of property, both inside and out, washing windows, lawn maintenance, cleaning Ambulance units, interior and exterior, and where necessary all cleaning duties involved with shop, office and bathroom.

**17.14 Professional Fees**

The Employer agrees to pay professional fees that are required by statute or agency to be a member of a professional association **as long as the Health Region reimburses the employer for these fees.** For less than full time Employees, fees paid will be prorated based on hours worked.

## **ARTICLE 18      JOB DESCRIPTIONS**

### **18.1              Job Descriptions Shall be Submitted to the Union**

The Employer agrees to provide the union, job descriptions for all positions. All existing and new employees shall be supplied with a job description specific to all duties and expectations of the position.

### **18.2              Manual of Job Descriptions**

A manual copy of job descriptions currently maintained shall be available for inspection.

### **18.3              Changes in Job Descriptions**

When the duties of any Job Description is altered or changed or where the Union or Employer feel she is performing duties that are clearly outside the job description or when a new job description is being created during the term of this Agreement, the rate of pay and hours of work shall be subject to negotiations between the parties.

## **ARTICLE 19      EMPLOYEE BENEFITS**

### **19.1              Benefits**

The Employer will pay the single premium for Plan 2 of the SGEU Dental Plan. Employer will pay single premium for Extended Health, Dental and Life Insurance.

### **19.2              Employer's Share of E I Rebate**

The Employment Insurance rebate (employee's portion) will be used to augment the existing benefits.

### **19.3              Pension Plan**

The employer agrees to contribute toward a Registered Retirement plan to a maximum of seven percent (7%) of gross salary per year **for full time** and part time employees **with a regularly scheduled shift pattern**. Employees will pay a minimum of seven percent (7%). These contribution rates will be effective February 1, 2012.

**The RRSP Plan will start after the employee has completed the (6) six month probationary period**

## **ARTICLE 20      HARASSMENT/BULLYING**

- 20.1**              a)      The Union and the Employer recognize the right of employees to work in an environment free from harassment/bullying, and the

Employer undertakes to discipline any person employed by the employer engaging in the harassment of another employee.

- b) Harassment shall be defined as:
- i) inappropriate touching, including touching which is expressed to be unwanted.
  - ii) suggestive remarks or other verbal abuse with a sexual connotation.
  - iii) compromising invitations.
  - iv) repeated or persistent leering at a person's body.
  - v) demands for sexual favours.
  - vi) sexual assault.
  - vii) verbal abuse or threats
  - viii) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, etc.
  - ix) displaying of pornographic, racist or other offensive or derogatory pictures.
  - x) practical jokes which cause awkwardness or embarrassment.
  - xi) unwelcome invitations or request, whether indirect or explicit, or intimidation.
  - xii) condescension or paternalism which undermines self-respect.
  - xiii) physical assault.

Appropriate discipline or censure of a staff member by their supervisor does not constitute harassment/bullying; nor is office romance or flirtation or good natured jesting that is enjoyed by both parties. Harassment/bullying refers only to behaviour that is unwelcome and which the harasser knew, or should have known, would be objectionable.

- c) In the case of alleged harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.
- d) No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.



- e) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- f) An alleged offender under this clause shall be entitled,
  - i) to be given notice of the substance of a grievance under this clause.
  - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.
- g) An arbitration, hearing a grievance under this clause, shall have authority to:
  - i) dismiss the grievance.
  - ii) determine the appropriate level of discipline and,
  - iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- h) An offender under this clause shall not be entitled to grieve disciplinary action taken by the employer which is consistent with the award of the arbitration.

**ARTICLE 21 TECHNOLOGICAL CHANGE**

The Employer shall abide by the provisions of the Trade Union Act in regard to technological change.

**ARTICLE 22 DURATION OF AGREEMENT**

This Agreement will become effective on the April 1, 2013 and shall continue in effect until March 31, 2018, and automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this Agreement.

**22.1 Notice to Renegotiate**

Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

**22.2 Agreement to Continue in Force**

Where written notice has been given pursuant to Article 22, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

**22.3 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**22.4 Changes to Agreement**

Any mutually agreed changes to this Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## **SCHEDULE "A"**

### **General Wage Increase Hourly Rate Calculations**

**General wage increases are applied to the base rates of pay. Effective July 1, 2015 the base rates of pay will be calculated as follows:**

- 1) April 1, 2013: 1.5% General Wage Increase applied to the April 1, 2012 base rates of pay as per the (SAHO) (HSAS) Collective Agreement April 1, 2013 to March 31, 2018**
- 2) April 1, 2014: 1.5% General Wage Increase applied to the newly calculated April 1, 2013 base rates of pay as per the (SAHO) (HSAS) Collective Agreement April 1, 2013 to March 31, 2018.**
- 3) April 1, 2015: 1.55% General Wage Increase applied to the newly calculated April 1, 2014 base rates of pay as per the (SAHO) (HSAS) Collective Agreement April 1, 2013 to March 31, 2018.**
- 4) April 1, 2016: 1.95% General Wage Increase applied to the newly calculated April 1, 2015 base rates of pay as per the (SAHO) (HSAS) Collective Agreement April 1, 2013 to March 31 2018 .**
- 5) April 1, 2017: 1.95% General Wage increase applied to the newly calculated April 1, 2016 base rates of pay as per the (SAHO) (HSAS) Collective Agreement April 1, 2013 to March 31 2018.**

### **Lump sum payments:**

**Each eligible employee will receive a lump sum payment equal to 0.50% of the employee's earnings including over-time but not including premiums during the period of April 1, 2014 to March 31, 2015. The lump sum payment will be determined taking into Consideration any market supplements and market adjustments paid to the employee with respect to the period of April 1, 2014 to March 31, 2015.**

**Any retired or deceased employees who had earnings during the period of April 1st 2014 to January 1st 2016 are eligible.**

### **Retroactive wage adjustments:**

**Each eligible employee will receive retroactive wage adjustments with respect to the period April 1, 2013 – November 30, 2014 inclusive, and also with respect to the month of May, 2015. Each employee will also receive retroactive wage adjustments with respect to the period July 1, 2015 up to and including the date of the MOA signing.**

**Eligibility for this payment will be determined as follows:**

**All employees employed at the date of signing of the Collective Agreement shall be eligible for retroactive wage adjustments based on all paid hours.**

		April 1, 2013				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Services</b>						
EMT						
		\$25.52	\$26.54	\$27.60	\$28.70	\$31.20
EMTA						
		\$27.56	\$28.66	\$29.81	\$31.00	\$33.70
		April 1, 2014				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Services</b>						
EMT						
		\$25.87	\$26.91	\$27.98	\$29.10	\$31.64
EMTA						
		\$27.94	\$29.06	\$30.22	\$31.43	\$34.17
		April 1, 2015				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Services</b>						
EMT						
		\$26.24	\$27.30	\$28.39	\$29.52	\$32.09
EMTA						
		\$28.34	\$29.48	\$30.66	\$31.89	\$34.66
		April, 2016				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Services</b>						
EMT						
		\$26.72	\$27.79	\$28.90	\$30.06	\$32.67
EMTA						
		\$28.86	\$30.01	\$31.21	\$32.46	\$35.29
		April, 2017				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Emergency Medical Services</b>						
EMT						
		\$27.20	\$28.29	\$29.42	\$30.60	\$33.26
EMTA						
		\$29.38	\$30.56	\$31.78	\$33.05	\$35.93

## APPENDIX "B"

### Mediation and Expedited Arbitration

The parties shall meet as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of the grievance(s) considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

All grievances shall be considered suitable for and resolved by expedited arbitration.

The parties shall mutually agree upon a list of expedited arbitrators who shall be appointed to hear and resolve the grievance(s).

The arbitrator shall hear the grievance(s) and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

A decision of an expedited arbitration proceeding is not subject to an appeal.

### Procedure Guidelines

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representative to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and J T AMBULANCE SERVICE INC.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this **14** day of **July**, 2016.

Signed on behalf of:  
Saskatchewan Government  
and General Employees' Union

Signed on behalf of:  
J T Ambulance Services Inc.

Original Signed By  
\_\_\_\_\_  
Rob Buchanan  
Chairperson of Negotiating  
Committee

Original Signed By  
\_\_\_\_\_  
Tyler Carles  
J T Ambulance Services Inc.

Original Signed By  
\_\_\_\_\_  
Steve Pelkey  
Vice-Chairperson of Negotiating  
Committee

Original Signed By  
\_\_\_\_\_  
Joe Pylatuk  
Labour Relations Officer