

First Collective Agreement

between:

Patient Transport Services

(The "Employer")

and

Manitoba Government And General Employees' Union

(The "Union")

Local 451

July 15, 2020 to July 14, 2023

Table of Contents

Preamble	1
Article 1	Recognition And Scope	2
Article 2	Co-Operation	2
Article 3	No Strikes And Lockouts	3
Article 4	Definitions	3
Article 5	Management Rights	4
Article 6	Union Representative and Union Stewards	5
Article 7	Union Notices and Information	7
Article 8	Union Security/Dues	7
Article 9	Seniority	8
Article 10	Promotions, Layoffs and Recall	10
Article 11	Discipline	12
Article 12	Grievance Procedure	12
Article 13	Arbitration Procedure	14
Article 14	Safety and Health	16
Article 15	Technological Change	16
Article 16	Harassment	17
Article 17	Hours of Work, Overtime and Break Periods	17
Article 18	Wages	20
Article 19	Leave of Absence	21
Article 20	Paid Holiday	22
Article 21	Vacations With Pay	23
Article 22	Bereavement Leave	25
Article 23	Sick Leave	26
Article 24	Uniform	27
Article 25	Benefits	28
Article 26	Labour Management Committee	29

Article 27	Vaccination.....	30
Article 28	Payment for Meeting.....	30
Article 29	Orientation	30
Article 30	Workers Compensation Benefits	30
Article 31	General.....	31
Article 32	Duration of Agreement	31
Appendix “A”	- Wages	33

Alphabetical Table of Contents

Preamble	1
Article 13	Arbitration Procedure	14
Article 25	Benefits	28
Article 22	Bereavement Leave	25
Article 2	Co-Operation	2
Article 4	Definitions	3
Article 11	Discipline	12
Article 32	Duration of Agreement	31
Article 31	General	31
Article 12	Grievance Procedure	12
Article 16	Harassment	17
Article 17	Hours of Work, Overtime and Break Periods	17
Article 26	Labour Management Committee	29
Article 19	Leave of Absence	21
Article 5	Management Rights	4
Article 3	No Strikes And Lockouts	3
Article 29	Orientation	30
Article 20	Paid Holiday	22
Article 28	Payment for Meeting	30
Article 10	Promotions, Layoffs and Recall	10
Article 1	Recognition And Scope	2
Article 14	Safety and Health	16
Article 9	Seniority	8
Article 23	Sick Leave	26
Article 15	Technological Change	16
Article 24	Uniform	27
Article 7	Union Notices and Information	7
Article 6	Union Representative and Union Stewards	5

Article 8	Union Security/Dues	7
Article 21	Vacations With Pay	23
Article 27	Vaccination.....	30
Article 18	Wages.....	20
Article 30	Workers Compensation Benefits	30
Appendix “A”	Wages	33

Preamble

This Agreement made this 15th day of July, 2020.

Between:

Emergency Essentials Inc., Operating As Patient Transport Services Of Manitoba

(Hereinafter Referred To As The “Company”),

Of The First Part,

- And -

Manitoba Government And General Employees’ Union,

(Hereinafter Referred To As The “Union”),

Of The Second Part.

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Company and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, and further that the Union recognizes that the Company is an organization whose first consideration is to the welfare of the patients/clients of the Company.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement.

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

Article 1 Recognition And Scope

1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for the persons in the bargaining unit set forth in Manitoba Labour Board Certificate No. MLB-7323, dated February 26, 2019 as follows:

“All Stretcher Attendants and Dispatchers employed by Emergency Essentials Inc., o/a Patient Transport Services of Manitoba, in the Province of Manitoba, except Field Training Officers/Mentors, Active Duty Supervisors, those above the rank of Active Duty Supervisor and those excluded by the Act.”

Article 2 Co-Operation

2:01 The Union and the employees recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company and each of its employees must always provide the highest quality services at the lowest possible cost. Therefore, the Union and the employees agree that at all times they will cooperate with the Company and support its efforts to ensure the provision of quality services and combat any practices which restrict or interfere with efficient operations. The Union and the employees further agree that at all times they will support the Company in its efforts to improve the quality of services, reduce absenteeism and lateness, eliminate waste of materials, supplies and time, conserve and protect materials, supplies, equipment and facilities, prevent accidents, strengthen goodwill between the Company and its employees, customers and patients and to do such other things as may be reasonably required to promote efficient operations and the provision of quality services. It is understood that the above will be acted upon in a fair and reasonable manner consistent with this Agreement as a whole.

Article 3 No Strikes And Lockouts

- 3:01** The Union and all its Representatives agree that there shall be no strikes, picketing, sit-down, slowdown, or any suspension of or interference with work during the term of this Agreement.
- 3:02** The Company agrees that it will not engage in any lockout during the term of this Agreement.

Article 4 Definitions

- 4:01** The term “Agreement” shall mean this Collective Agreement.
- 4:02** The term "full-time employee" shall mean an employee who is regularly scheduled to work more than thirty-six (36) hours per week.
- 4:03** The term “part-time employee” shall mean an employee who is regularly scheduled to work less than thirty-six (36) hours per week.
- 4:04** The term “casual employee” shall mean a person who is employed to work on an irregular basis and works a minimum of twenty-four (24) hours every month or a person who is employed as a substitute for an employee on vacation or leave of absence or a person who is employed for temporary employment not exceeding twenty-six (26) weeks.
- 4:05** The term “probationary employee” shall mean an employee as defined in Article 9.02 of this Agreement.
- 4:06** The term “grievance” means an alleged difference over the application, administration, interpretation or alleged violation of this Agreement.
- 4:07** The word “employee” or “employees” whenever used in this Agreement shall mean those employees of the Company for whom the Union is the bargaining agent as set forth in Article 1.01 and who are covered by the terms of this Agreement.
- 4:08** The words “regular rate of pay” whenever used in this Agreement shall mean at any time with respect to any employee that straight time rate of pay per

hour, exclusive of any and all overtime pay or premium pay of any kind, to which such employee is entitled under the terms of this Agreement in respect of the work which he is performing at such time.

- 4:09** Whenever the singular or masculine terms are used in this Agreement, they shall also mean the plural or feminine terms where the context so requires.
- 4:10** A “demotion” shall mean the transfer of an employee to a lower level position involving less responsibility and a lesser hourly rate of pay.
- 4:11** A “promotion” shall mean the transfer of an employee to a higher level position involving more responsibility and a higher hourly rate of pay.
- 4:12** (a) A “layoff” of a full-time employee shall mean when an employee is removed from the work schedule for a period in excess of fourteen (14) consecutive calendar days due to a lack of work.
- (b) A “layoff” of a part-time employee shall mean when an employee is removed from the work schedule for a period in excess of twenty-one (21) consecutive calendar days due to a lack of work.
- 4:13** A “spouse” shall mean a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) consecutive months (common-law).

Article 5 Management Rights

- 5:01** The Union recognizes and agrees that except as specifically, unequivocally and expressly limited by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company. The Company not exercising any right hereby reserved to it or its not exercising any such right in a particular way shall not be deemed a waiver of any right or preclude the Company from exercising the right in some other way in the future, except as such right may be specifically, unequivocally and expressly limited by the terms of this Agreement.

5:02 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that the Company has the sole and exclusive right to operate and manage its business, affairs and facilities in all respects as it sees fit; to control and direct the working forces and to select, hire, promote, demote, transfer, assign, classify, layoff and recall employees; to maintain order, discipline and efficiency and to discipline, suspend and discharge non-probationary employees for just cause and probationary employees for any reason; to establish, maintain, alter and enforce from time to time rules, regulations, policies, procedures and practices to be observed by employees; to establish new jobs and to alter, consolidate or abolish existing jobs; to determine the number and type of employees needed at any time, the hours and shifts to be worked, starting and quitting times, the duties to be performed, overtime requirements, the employees to perform overtime work, job content, quality and quantity standards of performance and the qualifications of employees to perform any particular job; and to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the facilities and services to be provided, the materials, supplies, tools, machinery, equipment and facilities to be used, the nature and kind of business conducted, the number, location and types of operations and the extension, limitation, curtailment or cessation of operations or any part thereof.

5:03 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with this Agreement as a whole.

Article 6 Union Representative and Union Stewards

6:01 The Union may appoint from among the employees covered by this Agreement, and the Company shall recognize, two (2) Shop Stewards and one (1) alternate (authorized representatives). The Union shall notify the Company in writing of the name of the two (2) Shop Stewards and one (1) alternate so appointed and any changes thereto. The Company will not recognize any employee as a Shop Steward or alternate until it has received such written notification from the Union.

- 6:02** It is recognized that a Shop Steward has employment responsibilities to the Company and accordingly shall not leave his place of work to deal with their duties as a Shop Steward or otherwise, without first obtaining authorization to do so from his Supervisor. A Shop Steward shall only request authorization to leave his place of work during working hours where the matter to be dealt with cannot be dealt with outside of his working hours. A request for an authorization under this Article 6.02 shall not be unreasonably withheld. Leave, where granted, shall be on a without pay basis.
- 6:03** A duly authorized Union Representative of the Union will be allowed access to the Company's premises for the purpose of adjusting grievances under this Agreement and administering the terms of this Agreement after having provided at least two (2) hours prior notice to the Operations Manager or his designate and after having obtained the permission of the Operations Manager or his designate, which permission will not be unreasonably withheld. Such access shall be subject to the requirements and efficiency of operations and on the basis that the Company may limit the number of employees with whom the Union Representative may meet at any one (1) time, that such meetings shall take place on the meal period of the employee or immediately prior to or immediately following the scheduled work period of the employees and that the Company may designate the location of any such meeting on the Company's premises. The Union Representative may perform a walk through the common areas of the Company. In no event shall the admission of the Union Representative or his meetings with employees interfere with or disrupt operations. The Union shall promptly notify the Company in writing of the names of the Union Representatives and any changes thereto. The Company will not recognize an individual as a Union Representative until it has received such written notification from the Union.
- 6:04** The Company will provide to the Union, in either written or electronic format, on a semi-annual basis a list containing the current name, date of birth, address, telephone number, classification, department, full-time, part-time or casual status and the rate of pay for all employees.

Article 7 Union Notices and Information

- 7:01** The Union may post notices stating the time and place of Union meetings at a location on the Company's premises which shall be designated by the Company. No Union notices containing statements or information other than the time and place of Union meetings, Union meeting agendas and Union elections may be posted provided that such notices are not in any way derogatory to the Company or its management, employees, suppliers, customers or patients. In the event that any such notices are deemed derogatory by the Company, such notices will be immediately removed by the Company. A notice shall contain the signature of the Union's Representative.
- 7:02** No material, bulletins or other documents shall be distributed by or on behalf of the Union on the Company's premises except with the prior approval of the Operations Manager or his designate.

Article 8 Union Security/Dues

- 8:01** The Company agrees to deduct the amount of monthly dues as determined by the Union from the earnings of each employee covered by this Agreement. The Company also agrees to deduct from the wages of each employee covered by this Agreement the amount of any general assessment levied by the Union, which general assessment shall be limited to one (1) per calendar year.
- 8:02** The Company will remit to the Union monthly any monies deducted together with a list of employees from whom deductions have been made.
- 8:03** The Union shall notify the Company in writing of any changes in the amount of dues at least one (1) month prior to the effective date of such change.
- 8:04** In consideration of the foregoing clauses, the Union shall hold the Company harmless with respect to all dues so deducted and remitted and with respect to any liability which the Company may incur as a result of such deduction.

- 8:05** The Company shall include the amount of Union dues paid by each employee during the relevant calendar year on each employee's income tax T4 slips.
- 8:06** The Union will provide the Company with Union membership application forms. The Company shall include the membership application forms in its hiring package.

Article 9 Seniority

- 9:01** Seniority shall mean the length of an employee's continuous service with the Company since his most recent date of hire by the Company.
- 9:02** A newly hired employee shall be on probation for eight hundred (800) hours of actual work since his most recent date of hire.

During the probationary period the employee shall not be entitled to any of the rights or benefits of this Agreement except as set forth below:

- (a) a probationary employee shall be entitled to the minimum hourly rates of pay set forth in Article 18.01;
- (b) a probationary employee shall be entitled to vacation and general holidays subject to and in accordance with the requirements of The Employment Standards Code (Manitoba);
- (c) the Company agrees to deduct Union dues in an amount specified by the Union in any pay period for which a probationary employee receives any payment in accordance with Article 18. If no payment is made to the probationary employee during the applicable pay period, the Company shall have no responsibility to deduct and submit dues for that pay period; and
- (d) a probationary employee shall only have access to the grievance procedure set forth in Article 12 with respect to the terms of this Article.

The Company may discipline or discharge an employee at any time during his probationary period, the discipline or discharge of the probationary employee

shall be deemed to have been for just cause and neither the employee nor the Union on his behalf shall have any recourse to the grievance procedure set forth in Article 12 or to the arbitration provisions set forth in Article 13. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire.

9:03 Casual employees shall only acquire seniority or seniority rights amongst other casual employees. Casual employees who are appointed to regular status employment shall commence employment as a newly hired employee effective at the date they commence regular status employment with the Company, except that full-time or part-time employees who voluntarily transfer to a casual position and thereafter return to a full-time or part-time position shall regain the full-time or part-time seniority they had acquired at the time of the transfer to the casual employee position and resume accruing full-time or part-time seniority from the date on which they return to such position.

A casual employee shall not be entitled to any of the rights or benefits of this Agreement except as set forth below:

- (a) a casual employee shall be entitled to the minimum hourly rates of pay set forth in Article 18.01;
- (b) a casual employee shall be entitled to vacation and general holidays subject to and in accordance with the requirements of The Employment Standards Code (Manitoba);
- (c) the Company agrees to deduct Union dues in an amount specified by the Union in any pay period for which a casual employee receives any payment in accordance with Article 18. If no payment is made to the casual employee during the applicable pay period, the Company shall have no responsibility to deduct and submit dues for that pay period; and
- (d) a casual employee shall only have access to the grievance procedure set forth in Article 12 with respect to the terms of this Article.

- 9:04** An employee's continuous service with the Company shall be deemed to be broken, his seniority lost, employment with the Company terminated for just cause and all employment and related rights forfeited if the employee:
- (a) voluntarily leaves the service of the Company;
 - (b) is discharged by the Company for just cause and is not reinstated through the grievance and arbitration procedure contained in this Agreement;
 - (c) is absent from work and does not provide an acceptable reason to the Company;
 - (d) is laid off or otherwise absent for a period longer than six (6) months;
 - (e) fails to report for work on recall after layoff;
 - (f) retires;
 - (g) takes employment elsewhere while on an authorized leave of absence;
 - (h) is absent from work due to illness or accident for a period of more than two (2) years;
 - (i) fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless the employee had a legitimate and reasonable excuse for failing to report; or
 - (j) is promoted out of the bargaining unit and remains in the new position for a period of one (1) year. Should the employee return or be returned to the bargaining unit within the one (1) year period, he shall retain the seniority he had acquired at the time of the promotion.

Article 10 Promotions, Layoffs and Recall

- 10:01** The parties recognize that the Company has the sole right to establish the qualifications necessary to perform a job and the sole right to determine if employees satisfactorily meet the established qualifications.

- 10:02** When a full-time position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, it will post notice of the position for seven (7) calendar days. All employees interested in the permanent vacancy must make written application within the seven (7) calendar days during which the permanent vacancy was posted.
- 10:03** In filling new positions or permanent full-time vacancies, current employees who submit applications will be given first consideration. Where, in the judgment of the Company, the qualifications, experience, skill, ability and reliability of any of the competing applicants are equal, the applicant with the greatest seniority shall be given preference provided that applicant has, in the opinion of the Company, the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required.
- 10:04** Only full-time permanent vacancies that the Company determines are required to be filled need be posted. An employee may hold only one (1) position, as determined by the Company, at any one (1) time. In addition to the original posting for a full-time permanent vacancy, the Company shall only be required to post no more than one (1) further full-time position arising out of the filling of the original vacancy posted. Any job vacancy which may be created as a result of the selection of an employee to fill the one (1) subsequent posted full-time vacancy may be filled by the Company at its discretion.
- 10:05** In the event of layoff for a period in excess of thirty (30) consecutive work days and recall from layoff, employees shall be laid off in reverse order of classification seniority and recalled in reverse order of classification layoff provided that the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, the qualifications to perform the tasks required and provided there are, in the opinion of the Company, enough employees with the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required.

Article 11 Discipline

- 11:01** Subject to other applicable Articles of this Agreement, the Company shall not discipline or dismiss a non-probationary employee bound by this Agreement except for just cause.
- 11:02** The Company agrees that employees shall be disciplined in private. Any warning, suspension, demotion or discharge will, where practicable, be given to an employee in the presence of a Shop Steward or Union Representative if the employee so requests and if the Shop Steward or Union Representative is immediately available. If a Shop Steward or Union Representative is immediately available and the employee does not request their presence, the employee will confirm such decision in writing. The absence of a Shop Steward or Union Representative shall not invalidate the discipline.
- 11:03** The affected employee and any Shop Steward or Union Representative who attends a meeting at which a written disciplinary notice is issued to the employee will be given a copy of the written disciplinary notice, and if no Shop Steward or Union Representative attended such meeting, a copy of the written disciplinary notice will be e-mailed to the Union office within two (2) working days of the notice being issued to the employee.

Article 12 Grievance Procedure

- 12:01** The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.
- 12:02** No employee shall have a grievance until he has first given his immediate supervisor the opportunity to settle the complaint, except for those complaints referred to in Article 12.05.
- 12:03** If such informal discussion between the employee and his immediate supervisor does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:

STEP 1

The grievance shall be submitted in writing to the Operations Manager or his designate within ten (10) calendar days immediately following the event or circumstance giving rise to the grievance. If not so presented the grievance shall be forfeited and waived by the employee and the Union. The grievance shall be signed and dated by the Union Representative and the nature of the grievance, the date(s) of its occurrence, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. It shall not be sufficient to allege a violation of the Agreement as a whole. The Operations Manager or his designate shall render his decision in writing within five (5) calendar days of receipt of the written grievance.

STEP 2

Failing satisfactory settlement within seven (7) working days from the date of the submission of the written grievance at Step 1, the employee shall meet with the Chief Executive Officer or his or her designate, together with a Union Representative, to discuss the grievance within the next ten (10) calendar days. The Chief Executive Officer or his or her designate shall render his or her decision in writing within ten (10) working days after the meeting.

STEP 3

Failing satisfactory settlement at Step 2, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Article 13.

12:04 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 1 of the grievance procedure within ten (10) calendar days after the event or circumstance giving rise to such policy grievance. If not so presented the grievance shall be forfeited and waived by the employee and the Union. The nature of the

grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.

- 12:05** In the event a non-probationary employee claims he has been disciplined or discharged without just cause, such employee shall submit a written grievance at Step 1 of the grievance procedure within ten (10) calendar days after being notified by the Company of his discipline or discharge. If not so presented the grievance shall be forfeited and waived by the employee and the Union.
- 12:06** The parties agree that this Article 12 does not apply in the event of the discipline or discharge of a probationary employee.

Article 13 Arbitration Procedure

- 13:01** When a party desires that a grievance be submitted to arbitration, that party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

Michael Werier, Q.C.

Diane Jones, Q.C.

Colin Robinson

- 13:02** If any individual of the above panel, having been requested in his or her turn to act as arbitrator, shall be unable or unwilling to act, he or she shall not again be requested to act as arbitrator on any arbitration until his or her name comes up again on the regular rotation of the panel.
- 13:03** The arbitrator may determine his or her own procedure but shall give full opportunity to the parties to present evidence and to make representations.

- 13:04** In any arbitration the written representations of the aggrieved employee at Step 1 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Company at Step 1) shall be presented to the arbitrator and the award of the arbitrator shall be confined to the issues therein set out.
- 13:05** The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just and reasonable in the circumstances.
- 13:06** The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.
- 13:07** The Company and the Union shall each pay one-half (1/2) of the fees and expenses of the arbitrator.
- 13:08** No grievance shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 13:09** The time limits set out in the grievance procedure (Article 12) and the arbitration provisions (Article 13) are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union. Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits specified in Article 12 or Article 13, including reference to arbitration, shall be deemed to have been abandoned and settled on the basis of the reply to the grievance and further recourse to the grievance procedure or to arbitration shall be forfeited. Should no answer to a grievance at any step of the grievance procedure be given within the time limits specified, the grieving party shall be entitled to advance the grievance to the next stage, including arbitration.

Article 14 Safety and Health

- 14:01** The Company, the Union and the employees mutually agree to abide by the provisions of The Workplace Safety and Health Act (Manitoba) and cooperate in maintaining and improving the clean and safe working conditions in the Company's premises, property and vehicles and in its operations. The Union agrees to cooperate in the enforcement of the Company's rules, regulations, policies, procedures and practices concerning safety, health and sanitation as are now in effect and as may hereinafter be put into effect. Failure by an employee to comply with such rules, regulations, policies, procedures and practices shall be just cause for termination.
- 14:02** The Company and the Union agree to the establishment of a Workplace Safety and Health Committee in accordance with the provisions of The Workplace Safety and Health Act (Manitoba). The Workplace Safety and Health Committee will consist of four (4) persons, two (2) individuals appointed by the Company and two (2) employees appointed by the Union.

Article 15 Technological Change

- 15:01** The Union recognizes that the Company, consistent with management rights, has the right to introduce into its operations or business technological changes as defined in The Labour Relations Act (Manitoba). Where such changes proposed to be introduced will likely affect the security of employment of a significant number of employees in terms of potentially and directly resulting in terminations or layoffs of such employees within a ninety (90) calendar day period, then the Company will give the Union as much prior notice of the technological change as is possible.
- 15:02** Upon such notice being given the Company will consult with the Union with a view to limiting, minimizing or preventing the potential loss of employment opportunities for the affected employees.
- 15:03** This Article 15 is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of The Labour Relations Act

(Manitoba) do not apply during the term of this Agreement to the Company and the Union and are hereby specifically waived.

Article 16 Harassment

16:01 The Company and the Union recognize the right of employees to work in an environment free from harassment. Employees who are subject to or who witness harassment in the workplace should immediately report such harassment to any one of the following: Operations Manager or his designate, Shop Steward or Union Representative. The Company will investigate any complaint received by it as quickly and confidentially as practicable and advise the Union of the outcome of the investigation. Harassment does not include giving direction to employees, disciplining employees or otherwise correcting employee behaviour.

Article 17 Hours of Work, Overtime and Break Periods

17:01 Nothing in this Agreement shall be construed to be a guarantee of hours of work per day or per week. Reference to hours of work is solely for the purpose of providing a method of determining when overtime payments are applicable.

17:02 The Company shall pay an employee daily overtime as follows:

- (a) for an employee on an eight (8) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for all hours worked by such employee in excess of eight (8) hours worked in any one (1) day;
- (b) for an employee on a ten (10) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for all hours worked by such employee in excess of ten (10) hours worked in any one (1) day; and
- (c) for an employee on a twelve (12) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for

all hours worked by such employee in excess of twelve (12) hours worked in any one (1) day.

- 17:03** The Company shall pay an employee weekly or scheduling period overtime as follows:
- (a) for an employee on an eight (8) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for all hours worked by such employee in excess of forty (40) hours worked in any one (1) week;
 - (b) for an employee on a ten (10) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for all hours worked by such employee in excess of forty (40) hours worked in any one (1) week; and
 - (c) for an employee on a twelve (12) hour shift schedule, the Company shall pay the employee one and one-half (1.5) times his regular rate of pay for all hours worked by such employee in excess of three hundred and twenty (320) hours worked in any eight (8) week scheduling period.
- 17:04** There shall be no pyramiding of overtime or premiums or any other benefits under this Agreement and therefore overtime will not be paid under more than one (1) provision of this Agreement. It is understood that any combination of daily, weekly or scheduling period overtime shall not be paid such that the hours compensated for at overtime rates under any of Article 17.02 or 17.03 shall not be considered as hours worked under any of the other of Article 17.02 or 17.03.
- 17:05** It is recognized that the business of the Company is such that overtime is required from time to time and that the Company may require overtime to be worked. Overtime mandating shall only be in the event that a call requires employees to continue working past the end of their scheduled shift.
- 17:06** All overtime must be first authorized by the Operations Manager or his designate.

- 17:07** Employees who work an eight (8) or ten (10) hour shift will receive one (1) fifteen (15) minute paid meal period and two (2) ten (10) minute paid rest periods. Employees who work a twelve (12) hour shift will receive one (1) thirty (30) minute paid meal period and two (2) fifteen (15) minute paid rest periods. Employees shall not quit work until the start of their rest period and shall be at their respective work stations ready to begin work at the time their rest period ends. Rest periods will be assigned by the Company subject to the requirements and efficiencies of operations. Subject to the requirements and efficiency of operations, the first rest period shall not be assigned before one (1) hour after the beginning of a shift, the last rest period shall not be assigned after one (1) hour prior to the end of a shift and, for employees who work a twelve (12) hour shift, the meal period shall be assigned as near as practicable to the middle of their shift. Abuse of rest periods shall not be permitted. Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for rest periods, employees shall not quit work until the time their shift ends, as determined by the Company.
- 17:08** All employees reporting for work for a shift for which they have been scheduled to work, and who have not subsequently been notified not to so report, shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay at his regular rate of pay unless he has previously been advised by the Company not to report for work and provided he performs the work, if any, that may be assigned to him that day. This Article 17.08 shall not apply when work is not available due to an act of God, adverse weather conditions, breakdown of machinery or other reasons beyond the reasonable control of the Company. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Company.
- 17:09** The minimum hours of work on any scheduled regular shift shall be three (3) hours.
- 17:10** Except for flex shift schedules, work schedules shall be posted a minimum of fourteen (14) calendar days in advance and indicate the starting time of an

employee's shift and the anticipated finishing time. Work schedules shall not constitute a guarantee of hours of work.

- 17:11** It is understood that any change in shifts or days off initiated by the employees themselves (which must be approved in advance by the Logistics Coordinator or his designate) shall not result in overtime or any other additional costs to the Company.
- 17:12** Employees are required to report to work on time and are to be in full uniform prior to punching the time clock.
- 17:13** Employees who are unable to report for a shift must provide a minimum of three (3) hours' notice to the Dispatcher or his designate, unless the employee had a legitimate and reasonable excuse for failing to provide such notice.
- 17:14** The Company will maintain its current stand-by policy during the term of this Agreement. The Employer will poll the employees to find volunteers to be on a standby list as needed. Such volunteers will be offered standby opportunities by seniority.

Article 18 Wages

- 18:01** The minimum hourly rates of pay payable to any employee in his respective classification shall be those set forth in the Wage Schedule (Appendix "A") appended hereto and forming part hereof. Nothing shall prevent the Company from paying to any employee at any time any amounts in excess of the minimums set forth in Appendix "A" provided that the employee has the qualifications, experience, skill, merit, ability or reliability to support such excess amounts.
- 18:02** Payment of wages will be made by direct deposit every second (2nd) Friday. Pay records will be made available online for employees through the Company's payroll provider. Each employee's pay stub shall contain an itemized statement of wages, vacation pay and sick pay for that pay period, as well as yearly cumulative.

18:03 A payroll error of greater than thirty dollars (\$30.00) shall be reported by the affected employee to the Operations Manager or his designate either prior to the next scheduled pay day, in which case it will be rectified by the Company within three (3) business days by direct deposit, or after the next scheduled pay day, in which case it will be rectified by the Company at the next scheduled pay day. Any payroll errors of greater than thirty dollars (\$30.00) reported by an employee following six (6) pay periods since the error will not be reimbursed by the Company and will be deemed to have been accepted by the affected employee.

Article 19 Leave of Absence

19:01 The Company may, in its sole discretion, grant a leave of absence without pay to any employee for legitimate personal reasons subject to the requirements and efficiency of operations.

19:02 Except in case of emergency, an employee desiring a leave of absence without pay shall request same in writing at least ten (10) working days prior to the requested starting date of the absence and shall submit the written request, stating the length of the requested leave and the reasons therefore, to the Operations Manager or his designate.

19:03 The Company agrees that subject to the requirements and efficiency of operations, where an employee has been designated in writing by the Union to attend a Union convention, conference or education seminar, a leave of absence without pay shall be granted. The Union will give the Company ten (10) working days advance written notice that such leave is required and the name of the employee. In no instance shall there be more than two (2) employees absent at any one (1) time and the leaves of absence granted under this Article 19.03 shall not exceed twenty (20) working days in total in any one (1) calendar year.

19:04 The Company agrees that subject to the requirements and efficiency of operations, a leave of absence without pay shall be granted for a period of up to one (1) year to an employee elected or appointed to a full time Union

office. In no instance will there be more than one (1) employee on such leave at any one (1) time.

- 19:05** Leaves provided under The Employment Standards Code (Manitoba) that are not referred to elsewhere in this Agreement will be provided subject to and in accordance with the requirements of The Employment Standards Code (Manitoba).

Article 20 Paid Holiday

- 20:01** The following days will be observed as Paid Holidays for employees:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Employees working on Remembrance Day shall be paid subject to and in accordance with the requirements of The Remembrance Day Act (Manitoba).

- 20:02** In order to qualify for payment for any of the holidays referred to in Article 20.01, the employee must, unless he is absent with the Company's consent, work on the employee's last full scheduled shift immediately preceding the holiday and the employee's first full scheduled shift immediately following the holiday and work on such holiday if the employee is scheduled to work on such holiday. Where an employee is absent due to vacation, Company approved leave of absence or, where the employee provides to the Company a satisfactory medical certificate from a medical practitioner which supports the employee's absence due to illness or injury, the employee will for the purposes of this Article 20.02 be deemed to be absent with the Company's consent.

- 20:03** If a holiday referred to in Article 20.01 falls on a day that would normally be a workday for an employee who meets the qualifications set out in Article 20.02 and the employee is not scheduled to work on the holiday, the employee will receive an amount equal to his regular rate of pay for the number of hours in his regular work day.
- 20:04** If an employee who meets the qualifications set out in Article 20.02 works on any of the holidays referred to in Article 20.01, the employee shall be paid for all hours worked on the holiday at one and one-half (1½) times his regular rate of pay in addition to the holiday pay referred to in Article 20.03.
- 20:05** If any of the holidays referred to in Article 20.01 falls on a day that would not normally be a workday for the employee and the employee meets the qualifications set out in Article 20.02 and is not scheduled to work on the holiday, the employee will receive a day off on a day that would normally be a workday for the employee before the employee's next annual vacation or at a time mutually agreeable to the Company and employee. In addition, the employee will receive an amount equal to his regular rate of pay for the number of hours in his regular work day. If an employee's employment is terminated before the employee receives the day off, the Company will pay to the employee within ten (10) days of termination an amount equal to his regular rate of pay for the number of hours in his regular work day.

Article 21 Vacations With Pay

- 21:01** (a) An employee who, on the employee's anniversary date, has one (1) year of continuous service with the Company since the employee's most recent date of hire shall receive two (2) weeks' vacation with pay for the two (2) weeks in an amount equal to four percent (4%) of the total gross wages, excluding overtime pay and vacation pay, paid to the employee in the twelve (12) months immediately preceding the employee's anniversary date.
- (b) An employee who, on the employee's anniversary date, has five (5) years of continuous service with the Company since the employee's most

recent date of hire shall receive three (3) weeks' vacation with pay for the three (3) weeks in an amount equal to six percent (6%) of the total gross wages, excluding overtime pay and vacation pay, paid to the employee in the twelve (12) months immediately preceding the employee's anniversary date.

- (c) An employee who, on the employee's anniversary date, has ten (10) years of continuous service with the Company since the employee's most recent date of hire shall receive four (4) weeks' vacation with pay for the four (4) weeks in an amount equal to eight percent (8%) of the total gross wages, excluding overtime pay and vacation pay, paid to the employee in the twelve (12) months immediately preceding the employee's anniversary date.
- (d) An employee who, on the employee's anniversary date, has fifteen (15) years of continuous service with the Company since the employee's most recent date of hire shall receive five (5) weeks' vacation with pay for the five (5) weeks in an amount equal to ten percent (10%) of the total gross wages, excluding overtime pay and vacation pay, paid to the employee in the twelve (12) months immediately preceding the employee's anniversary date.

21:02 Employees with less than one (1) year of continuous service upon termination will receive vacation pay in an amount equal to four percent (4%) of the total gross wages, excluding overtime pay and vacation pay, paid to the employee since the employee's most recent date of hire. Employees who are entitled to two (2), three (3), four (4) or five (5) weeks' vacation and whose employment with the Company is terminated will receive a vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%), as the case may be, of the total gross wages, excluding overtime pay and vacation pay, paid to the employee during the period of employment for which no vacation allowance has been paid.

21:03 Each employee shall be granted and shall take his vacation at such times as are determined by the Company but the Company shall, subject to the

requirements and efficiency of operations, give preference in the selection of vacation dates to employees having the most seniority in each job classification. In order to be considered by the Company for the purposes of vacation preference, employees must submit their vacation requests in writing at least four (4) weeks prior to the first day of the requested vacation of two (2) days or more. The Company will respond to the request within one (1) week of the date on which it was received by the Company. Single vacation day requests must be submitted a minimum of five (5) work days prior to the requested date. It is understood, however, that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the Company.

21:04 If one (1) or more of the Paid Holidays observed by the Company pursuant to Article 20.01 occurs during an employee's vacation, such holiday(s) will be taken at a time mutually agreed to by the employee and the Company but within sixty (60) working days after the end of the vacation period, failing which the Company will pay the employee for the day not taken.

Article 22 Bereavement Leave

22:01 In the event of the death of an immediate family member of an employee with at least thirty (30) days' consecutive service with the Company, the Company will grant such employee up to three (3) days' leave of absence with pay following the death of the employee's immediate family member, provided that at least one (1) of the three (3) days be for the employee to attend the funeral or memorial service of the immediate family member.

22:02 For the purposes of this Article 22, "immediate family member" means the employee's spouse, including common-law spouse, the employee's child or their spouse's child, the employee's parent or their spouse's parent or the employee's sibling.

Article 23 Sick Leave

- 23:01** Sick leave is provided for the sole purpose of insuring an income to employees during periods of illness or injury incurred while employed with the Company. Sick leave is only payable for absences from an employee's regularly scheduled work day and is not payable for an injury received while employed at another job or for absence due to an accident for which compensation is payable under *The Workers Compensation Act* (Manitoba) or for absence due to suspension, layoff, leave of absence, scheduled day off, vacation or paid holiday.
- 23:02** Each non-probationary full-time and part-time employee will be entitled to a maximum of four (4) sick days during the calendar year. Sick pay for the four (4) sick days will only be payable to non-probationary employees in accordance with the following:
- (a) Non-probationary full-time and part-time employees who regularly work eight (8) or ten (10) hour shifts will accrue one (1) day of sick pay for every five hundred and twenty (520) hours of actual work to a maximum of four (4) accrued days of sick pay during the calendar year, and
 - (b) Non-probationary full-time and part-time employees who regularly work twelve (12) hour shifts will accrue one (1) day of sick pay for every five hundred and forty-six (546) hours of actual work to a maximum of four (4) accrued days of sick pay during the calendar year.
- 23:03** Sick pay will be paid at the rate equivalent to the regular straight time wages that the employee would otherwise have earned had he not been absent due to illness or injury. There will be no pay out for sick days not used and sick days are non-cumulative from year to year.
- 23:04** To be eligible to receive sick pay, a non-probationary full-time or part-time employee must:

- (a) Notify the Dispatcher or his designate prior to the commencement of his shift if he is going to be absent for any reason, indicating the reason for the absence and the probable length of the absence; and
- (b) If requested by the Company, in its discretion, which discretion shall not be exercised unreasonably, produce a certificate from a duly qualified physician certifying to the Company's satisfaction that the employee was unable to carry out his duties due to illness or injury. The Company will reimburse the employee for the cost of the physician's certificate upon production of a satisfactory written receipt.

23:05 Fraudulent use of sick leave will not be tolerated. Any employee who takes sick leave in a fraudulent manner will be disciplined or discharged and such discipline or discharge shall be deemed to be for just cause. An employee who is disciplined or discharged for use of sick leave in a fraudulent manner shall have the right to grieve solely for the purpose of determining whether or not the fraud occurred but otherwise neither the employee nor the Union on his behalf shall have recourse to the grievance procedure set forth in Article 13 or to the arbitration provisions set forth in Article 14.

Article 24 Uniform

24:01 The Company will provide the following to full-time non-probationary employees and part-time non-probationary employees who regularly work more than three (3) shifts per week:

three (3) short sleeve shirts;

two (2) pairs of pants;

one (1) 5-in-1 high visibility winter jacket;

one (1) ball cap upon request;

one (1) toque upon request; and

one (1) belt clip for radio.

Such items shall be of appropriate fit for the employee, however will remain the property of the Company and must be returned upon termination of employment or layoff. Employees shall wear such items in the manner prescribed by the Company and shall appropriately care for and maintain such items.

24:02 The Company will provide the following to part-time non-probationary employees who regularly work less than three (3) shifts per week and casual employees:

two (2) short sleeve shirts;

one (1) pairs of pants;

one (1) 5-in-1 high visibility winter jacket;

one (1) ball cap upon request;

one (1) toque upon request; and

one (1) belt clip for radio.

Such items shall be of appropriate fit for the employee, however will remain the property of the Company and must be returned upon termination of employment or layoff. Employees shall wear such items in the manner prescribed by the Company and shall appropriately care for and maintain such items.

24:03 The Company will reimburse up to a maximum of one hundred dollars (\$100.00) every twenty-four (24) months for each non-probationary employee who has completed one (1) year of continuous service with the Company for the purchase of C.S.A. approved ankle height black boots with durable traction tread upon presentation of a satisfactory written receipt.

Article 25 Benefits

25:01 The Company shall continue, for the duration of this Agreement, to make available to non-probationary full-time and part-time employees who are

regularly scheduled to work a minimum of twenty (20) hours per week, in their present form or in no less beneficial form, the benefits contained in Desjardins Group Policy No. 6613880001 (i.e. life insurance, long term disability, travel insurance, accidental death and dismemberment, dental benefits, critical illness and the Employee Assistance Program) for all eligible employees as such eligibility is defined in the said Group Policy. It is understood that the Company fulfills its obligation under this provision by obtaining a plan or plans which provide the benefits referred to above and continuing to pay its portion of the total premiums therefor (the other portion of the total premiums being paid by each non-probationary full time employee by way of payroll deduction, each employee paying fifty percent (50%) of the total premiums payable with respect to his entire benefits coverage) but in all aspects the benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Company, said plan or plans not forming part of this Agreement.

Article 26 Labour Management Committee

- 26:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern. The Committee shall meet at the request of either party but not less than once every six (6) months unless otherwise agreed.
- 26:02** The Committee shall be composed of equal representation from the Company and the Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise.
- 26:03** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Company and does not have the power to bind either the Union or its members or the Company to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Company with respect to its discussions and conclusions.

Article 27 Vaccination

27:01 The Company will maintain its current vaccination exemption during the term of this Agreement.

Article 28 Payment for Meeting

28:01 When the Company requires an employee to be present at a meeting called by the Company during the employee's scheduled hours of work, time spent by the employee at such meeting shall be considered as time worked.

28:02 Any employee who is required by the Company to attend a meeting outside of the employee's scheduled hours of work and attends such meeting will be paid the greater of time actually spent by the employee at the meeting or three (3) hours' pay at the employee's regular rate of pay.

Article 29 Orientation

29:01 The Company shall allow a Shop Steward to meet with a newly hired employee. Such meeting shall be permitted after notifying the Operations Manager or his designate, shall take place at a time that will not unduly interfere with the employee's or Shop Steward's regular duties and shall not exceed ten (10) minutes. The Company shall pay the employee and the Shop Steward for such ten (10) minutes. The orientation meeting shall take place during the employee's first scheduled calendar week of work or at a later mutually agreeable time.

Article 30 Workers Compensation Benefits

30:01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall file a claim for Compensation benefits to the Workers Compensation Board and inform the Company accordingly. Any available information required by the Workers Compensation Board from the Company shall be provided by the Company as soon as reasonably practicable.

Article 31 General

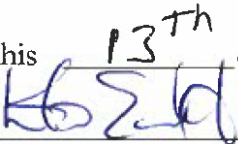
- 31:01** Should it be determined by a court of law that it would be a violation of any legally effective Government of Canada or Province of Manitoba statute or any regulation(s) made thereunder to comply with any provision or provisions of this Agreement, the parties hereto agree to amend this Agreement for the sole purpose of making such provision or provisions conform to such Government of Canada or Province of Manitoba statute or regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
- 31:02** This Agreement represents the parties' full, complete and only agreement on all issues. Any issue, practice, benefit or condition not specifically and clearly set forth herein is excluded from this Agreement.
- 31:03** This Agreement may not be amended, changed, altered or qualified except in writing by the parties.
- 31:04** This Agreement cancels and supersedes any and all previous agreements and claims arising thereunder.

Article 32 Duration of Agreement

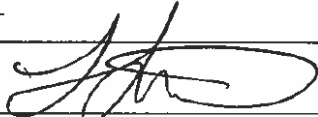
- 32:01** This Agreement shall come into effect on July 15, 2020 and shall remain in effect up to and including July 14, 2023.
- 32:02** A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

IN WITNESS whereof the Executive Director hereunto set their hand for, and on behalf of the Patient Transport Services, and a Staff Representative of the Manitoba Government and General Employee's Union has hereunto set their hand for, and on behalf of, the Manitoba Government and General Employee's Union.

Signed this 13th day of August, 2020.

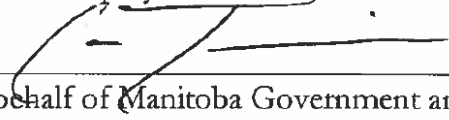


On behalf of Patient Transport Services



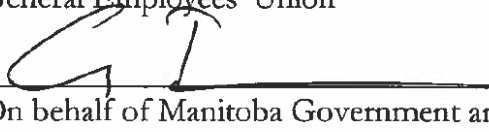
On behalf of Manitoba Government and General Employees' Union

On behalf of Patient Transport Services



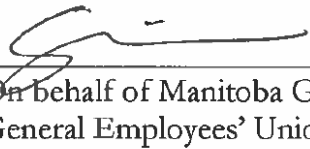
On behalf of Manitoba Government and General Employees' Union

On behalf of Patient Transport Services



On behalf of Manitoba Government and General Employees' Union

On behalf of Patient Transport Services



On behalf of Manitoba Government and General Employees' Union

Appendix “A” - Wages

Effective the date of ratification, the minimum hourly rates of pay payable to any employee in his respective classification shall be those set forth below:

Classification	Minimum Hourly Rate of Pay
Stretcher Attendant	\$14.00
Dispatcher	\$17.00

Employees employed on the date of ratification will receive a one and ½ percent (1.5%) increase to their hourly rate of pay effective on the date of ratification.

Employees employed on the date that is one (1) year from the date of ratification will receive a one and ½ percent (1.5%) increase to their hourly rate of pay effective on the date that is one (1) year from the date of ratification.

Employees employed on the date that is two (2) years from the date of ratification will receive a two percent (2%) increase to their hourly rate of pay effective on the date that is two (2) years from the date of ratification.