



COLLECTIVE AGREEMENT

Between

**HEALTH SCIENCES ASSOCIATION
OF SASKATCHEWAN**

and

CRESTVUE AMBUALNCE SERVICES LTD.

For the Period of:

May 20, 2005 to May 19, 2008





WEBSITE: www.hsa-sk.com

REGINA OFFICE

**#180 - 1230 Blackfoot Drive
Regina, Saskatchewan
S4S 7G4**

**Toll Free 1-877-889-4727
Main (306) 585-7751
Fax (306) 585-7750**

Email hsasregina@sasktel.net

SASKATOON OFFICE

**#42 - 1736 Quebec Avenue
Saskatoon, Saskatchewan
S7K 1V9**

**Toll Free 1-888-565-3399
Main (306) 955-3399
Fax (306) 955-3396**

Email hsasstoont@sasktel.net

TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE 1 - DEFINITIONS..... 1

ARTICLE 2 - SCOPE..... 2

ARTICLE 3 - UNION RECOGNITION..... 2

3.01 Recognition..... 2

3.02 No Individual Agreements 2

ARTICLE 4 - UNION SECURITY..... 2

4.01 Union Membership..... 3

4.02 Dues Check-Off 3

4.03 Change In Dues..... 3

4.04 Dues Payments While Assigned To An Out-Of-Scope Position..... 3

ARTICLE 5 - NO DISCRIMINATION 3

ARTICLE 6 - MANAGEMENT RIGHTS 4

ARTICLE 7 - DISCIPLINE 4

7.01 No Discipline Without Just Cause 4

7.02 Progressive Discipline..... 4

7.03 Right To Union Representation 4

7.04 Disciplinary Documentation..... 4

7.05 Driver's License 4

7.06 Insurance Surcharge..... 5

ARTICLE 8 - GRIEVANCE PROCEDURE..... 5

8.01 Grievance Defined 5

8.02 Grievance - Information Required 5

8.03 Grievance - Time Limits For Submission..... 5

8.04 Informal Discussion And Filing of the Grievance 5

8.05 Alternate Dispute Resolution..... 6

8.06 Arbitration 6

8.07 Time Limits 6

8.08 Final And Binding - No Work Stopage..... 6

8.09 Union/Employer Representation 6

8.10 Permission To Leave Work..... 6

ARTICLE 9 - SENIORITY 6

9.01 Seniority Defined 6

9.02 Accrual Of Seniority 7

9.03 Maintenance Of Seniority..... 7

9.04 Loss Of Seniority 8

9.05 Seniority List..... 8

9.06 Probation 8

ARTICLE 10 - LEAVE OF ABSENCE.....	8
10.01 Leave Of Absence Without Pay.....	8
10.02 Request For Leave of Absence.....	9
10.03 Leave Without Pay Exceeding 31 Days.....	9
10.04 Pressing Necessity.....	9
10.05 Bereavement Leave.....	9
10.06 Family Responsibility Leave.....	10
10.07 Medical Care Leave.....	10
10.08 Education Leave of Absence.....	10
10.09 Leave For Union Business.....	11
10.10 Maternity/Paternity/Adoption Leave.....	11
10.11 Parental Leave.....	12
ARTICLE 11 - SICK LEAVE.....	12
11.01 Definition Of Sick Leave.....	12
11.02 Reporting Of Absence.....	12
11.03 Certification Of Illness/Disability.....	12
11.04 Accumulation Of Sick Leave Credits.....	12
11.05 Use of Sick Leave Credits.....	13
11.06 Deductions From Sick Leave Credits.....	13
11.07 Sick Leave And Pregnancy.....	13
ARTICLE 12 - VACATION.....	13
12.01 Annual Vacation.....	13
12.02 Vacation Year.....	13
12.03 Continuous Employment.....	14
12.04 Posting Vacation Credits.....	14
12.05 Vacation Selection.....	14
12.06 Posting Vacation Schedules.....	14
12.07 Vacation Entitlement.....	14
12.08 Vacation Pay.....	15
12.09 Vacation Pay Advance.....	15
12.10 Displacement Of Vacation.....	15
12.11 Call Back From Vacation.....	15
12.12 Vacation Pay On Termination Or Retirement.....	16
ARTICLE 13 - PUBLIC HOLIDAYS.....	16
13.01 Public Holidays.....	16
13.02 Overtime Pay On A Public Holiday.....	16
ARTICLE 14 - HOURS OF WORK.....	16
14.01 Standard Hours Of Work.....	16
14.02 Rest And Meal Periods.....	17
14.03 Scheduling Of Work.....	17
14.04 Overtime Rates.....	17
14.05 Overtime Against Wishes.....	18
14.06 Split Shifts.....	18
14.07 Minimum Report Pay.....	18

22.01 Disasters.....	25
22.02 Bulletin Boards.....	25
22.03 Court/Jury Duty.....	26
22.04 Personal Property Damage.....	26
22.05 Uniforms And Footwear.....	26
ARTICLE 23 - LAY-OFF AND WORK RESUMPTION.....	27
ARTICLE 24 - EMPLOYEE BENEFIT PLAN.....	28
24.01 Group Benefits.....	28
24.02 Pension Plan.....	28
ARTICLE 25 - SPECIAL PROVISIONS FOR WAGES AND RETENTION ..	28
ARTICLE 26 - DURATION AND RENEWAL OF AGREEMENT	28
IMPLEMENTATION DATES	29
WAGE TABLE	29

14.08	Standby	18
14.09	Call Back (Full-Time And Part-Time Employees).....	19
14.10	Standby And Call-In On Unscheduled Days - Casual Employees....	19
ARTICLE 15 - GUIDELINES FOR ALLOCAITON OF ADDITIONAL WORK.....		19
ARTICLE 16 - VOLUNTARY REDUCTION OF HOURS OF WORK		19
ARTICLE 17 - SALARY PROVISIONS		20
17.01	Salary Scale.....	20
17.02	Payment Of Earnings.....	20
17.03	Payroll Deductions.....	20
17.04	Shortages In Pay	20
17.05	Recognition Of Previous Experience.....	20
17.06	Increment Date	21
ARTICLE 18 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS		21
18.01	Transportation Allowance.....	21
18.02	Overnight Accommodation Allowance	21
18.03	Reimbursement For Meal Expenses	21
18.04	Reimbursement For Incidental Expenses.....	21
18.05	Shift Premiums.....	21
ARTICLE 19 - CLASSIFICATIONS AND VACANCIES		22
19.01	Classifications	22
19.02	Posting And Filling Of Vacant Positions	22
19.03	Temporary Vacancies	22
19.04	Selection Criteria.....	22
19.05	Commencement Of Job	22
19.06	Trial Period For Reclassification, Transfer, Promotion.....	22
19.07	Salary On Promotion.....	23
19.08	Temporary Performance Of Higher Or Lower Classification Duties	23
ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY		23
20.01	Occupational Health And Safety Committee.....	23
20.02	Referral Of Health Or Safety Concerns	23
20.03	Workplace Conflict.....	24
20.04	Immunization	24
20.05	Post-Trauma Counselling.....	24
20.06	Personal Safety Training.....	24
20.07	Tuberculosis	25
ARTICLE 21 - PERSONNEL FILE		25
21.01	Personnel Record	25
21.02	Documents On File	25
ARTICLE 22 - GENERAL PROVISIONS		25

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to recognize their mutual obligation to:

- (a) Provide the best possible quality of ambulance service in the Sunrise Health Region and to the Sunrise Health Authority;
- (b) Maintain a satisfactory and productive relationship between the Employer and its employees;
- (c) Outline in writing all agreements reached through negotiation, in matters relating to working conditions, and;
- (d) Provide an amicable method of settling any grievances which may arise between the parties.

AND WHEREAS the Employer and the Union have agreed to enter into a collective agreement containing the following terms and conditions of employment;

NOW THEREFORE the Employer and the Union agree to as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 "Casual Employee" is a person who:
 - (i) works on a call-in basis and is not regularly scheduled though she may be regularly scheduled on standby; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job.
- 1.02 "Date Of Employment" shall mean the date the employee last commenced employment with the Crestvue Ambulance Services Ltd.
- 1.03 "Day" shall mean the twenty-four (24) hour period calculated from the time the employee commences work.
- 1.04 "Employee(s)" shall mean employees covered by this Agreement.
- 1.05 "Employer" shall mean Crestvue Ambulance Services Ltd.
- 1.06 "Full-Time Employee" shall mean an employee who is regularly scheduled to work the hours of work defined in the Article 14.01 of this Agreement outlining hours of work.
- 1.07 "Part-Time Employee" shall mean an employee who is scheduled to work less than the standard hours of work of a full-time employee, as defined in Article 14.01, on a regular basis.
- 1.08 "Parties" shall mean:
 - (1) Health Sciences Association of Saskatchewan, and
 - (2) Crestvue Ambulance Services Ltd.

- 1.09 "Promotion" shall mean the movement of an employee from one classification to another classification having a higher rate of pay.
- 1.10 "Standby" shall mean any period during which an employee is not on regular duty but is designated on standby. During this period, she must be available to respond without undue delay to a request to return to duty and be in a fit condition to work.
- 1.11 "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months and less than one (1) year or;
 - (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three months; or
 - (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the employer that the duration of such leave will be in excess of three (3) months.
- 1.12 The personal pronouns "he", "she", "him", "her", "his" or "hers", as used in this Agreement shall be construed as referring to individuals of either gender.
- 1.13 "Union" shall mean the Health Sciences Association of Saskatchewan.

ARTICLE 2 – SCOPE

This Collective Bargaining Agreement shall apply to those employees represented by the union pursuant to an Order of the Labour Relations Board, unless mutually agreed otherwise by the union and employer.

ARTICLE 3 – UNION RECOGNITION

3.01 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this agreement. The Employer agrees to negotiate with the Union and its designated representatives in matters relating to conditions of employment, rates of pay and hours of work.

3.02 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with an employer representative that may conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 4 – UNION SECURITY

4.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall

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

4.02 Dues Check-Off

Upon written authorization from employee, the employer shall deduct initiation fees, assessments and monthly dues from the wages of each employee covered by this agreement. Deductions shall be made no later than the last pay period each month and shall be remitted to the provincial HSAS office within two (2) weeks after the deductions have been made or on the 15th of the following month.

When remitting dues, the employer shall also provide:

1. List of employee names
2. List of newly hired and terminated employees, along with dates
3. Regular earnings for each employee
4. The amount of dues and initiation fees (if applicable) deducted from each employee

On a quarterly basis, the employer shall also provide the name and home address of each HSAS employee, along with their classification and work site. It shall be the responsibility of the Employee to advise the employer and the union of change of name, marital status or place of residence.

4.03 Change In Dues

The union shall notify the employer in writing, of changes to the initiation fees, assessments and monthly dues not less than thirty (30) days before the effective date.

4.04 Dues Payments While Assigned To An Out-Of-Scope Position

A union member temporarily assigned to an out-of-scope position will have dues deducted from regular earnings received while temporarily filling the out-of-scope position.

ARTICLE 5 – NO DISCRIMINATION

The employer and the union agree that, subject to bona fide occupational requirements and/or any exemptions or other orders granted by the Saskatchewan Human Rights Commission, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion,

transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of disability, age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex, sexual orientation, marital or family status, receipt of public assistance, nor by reason of membership or activity in the Union.

ARTICLE 6 – MANAGEMENT RIGHTS

The union recognizes that the Employer retains the sole and exclusive right to manage its business as it sees fit in all respects, except to the extent that may be abridged by a specific provision of this Agreement and any applicable Provincial and Federal Statutes.

In view of the fact the President directly participates in the operations of the services, it is understood and agreed that he shall not be restricted from performing, from time to time, the duties of any classification recognized as being within the scope of this Agreement. There shall be no loss of previously scheduled hours of work for any employee as a result of such work.

ARTICLE 7 – DISCIPLINE

7.01 No Discipline Without Just Cause

No employee shall be disciplined or discharged except for just cause subject to any provisions applicable to probationary employees.

7.02 Progressive Discipline

The parties to this agreement recognize and endorse the principles of progressive discipline however it is understood that certain misconduct or infraction will warrant immediate suspension or dismissal at a first offence.

In all cases where the employer considers the employee's conduct warrants a formal written reprimand or more serious disciplinary action, the employee will be afforded the opportunity of having a union representative or designate in attendance at the disciplinary meeting. When the union representative or designate are unable to attend in a timely manner then disciplinary action may proceed and the employer will request a meeting with such union representative shortly thereafter.

7.04 Disciplinary Documentation

Any written disciplinary documentation presented to the employee will also be copied to the union.

Written documentation of disciplinary action shall be removed from the employee's personnel file, provided there has been no further documentation of disciplinary action, after two years, or after three years for suspension.

7.05 Driver's License

All employees shall be required to possess and maintain a valid Saskatchewan Driver's License, with valid endorsements as may be required by Employer

policy or applicable legislation, in order to retain their employment. Employees shall be responsible for immediately advising the Employer of any restrictions placed on their Operator's License or of the loss of such License and failure to do so shall be deemed to be just cause for discipline or termination of employment. Every employee shall provide a current Driver's Abstract on commencement of employment and periodically thereafter as required by the Employer.

7.06 Insurance Surcharge

The Employer shall pay the cost of obtaining the Driver's Abstract. Should the Employer incur additional insurance costs, due to the driving record of any employee who is required to operate a vehicle, such additional costs shall be recovered from the employee by payroll deduction.

ARTICLE 8 – GRIEVANCE PROCEDURE

The parties agree to attempt to resolve differences between them in an amicable way and, as much as possible, without recourse to the decision of any third party.

8.01 Grievance Defined

A grievance shall be defined as any dispute between the Employer and any employee(s) regarding the interpretation, meaning, operation, application or alleged violation of this Agreement. Neither party to this Agreement shall cause a suspension of work because of a grievance.

8.02 Grievance - Information Required

Any grievance submitted shall specify the Article and Section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. It shall not be sufficient to allege violation of the Agreement as a whole.

8.03 Grievance - Time Limits for Submission

No grievance shall be considered which is not presented, in writing, within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention or should have come to the attention of the Employee or Employees concerned.

8.04 Informal Discussion and Filing of the Grievance

It is the desire of the parties hereto that differences or disputes of employees be addressed as quickly as possible. Employees or the union may refer such disputes to the president for an informal discussion prior to filing a formal grievance. If the parties fail to reach agreement in such informal discussions a written grievance shall be submitted to the President within the time limits specified in Article 8.03. The employee is entitled to be accompanied by a Union Representative. The President shall give a decision in writing within fourteen (14) calendar days.

8.05 Alternate Dispute Resolution

The parties may agree to resolve the grievance through means such as mediation or expedited arbitration.

8.06 Arbitration

Failing satisfactory settlement of the grievance by the President or alternate dispute resolution process, the matter may be referred to Arbitration in accordance with the applicable provisions of *Trade Union Act*. In any grievance, the parties may agree to refer the matter to a single arbitrator. The Arbitration Board shall submit copies of any decision or award to the employer and the union.

If the grievance is not referred to Arbitration as herein provided, or to an alternate dispute resolution process, within twenty-eight (28) calendar days of receipt of the decision of the President, the grievance shall be deemed to have been settled.

8.07 Time Limits

Failure on the part of President to reply within prescribed time limits, shall give the union the right to proceed to the next step. Should the union fail to proceed within the required time limits the grievance shall be deemed abandoned. The time limits set out above may be extended by mutual agreement.

8.08 Final And Binding - No Work Stoppage

The decision of the Arbitration Board shall be final and binding on the parties, and there will be no stoppage of work because of the grievance. The Arbitration Board shall not have the power to add to, subtract from, or amend any of the provisions of this Agreement.

8.09 Union/Employer Representation

To provide an orderly process for settling grievances, the union shall elect or appoint Union Representatives for Crestvue Ambulance Services Ltd.. The union shall notify the employer, in writing, of the names of the Union Representatives and of any changes made therein.

8.10 Permission To Leave Work

The employer agrees that, except when required to provide services to patients, the grievor and Union Representative may leave assigned duties temporarily in order to discuss with employer matters related to a grievance. Neither the grievor nor Union Representative shall suffer any loss of pay for the time so spent.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

- (a) Seniority means the number of hours worked, exclusive of overtime, and all hours as set out in Article 9.02 that an employee has accumulated

while working from the last date the employee commenced employment with Crestvue Ambulance Services Ltd. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the last date of employment.

- (b) In addition to Article 9.01(a), employees on standby shall be credited with seniority for all call in/call back hours at straight time pay
- (c) In no case shall an employee accumulate annual seniority in excess of 2184 hours.

9.02 Accrual Of Seniority

Seniority shall accrue during:

- (a) the first one hundred and nineteen (119) calendar days of sick leave including time on E.I. sick benefit or Income Replacement Benefits under the Automobile Insurance Act;
- (b) unpaid leaves of absence up to and including one hundred and sixty-eight (168) work hours in a calendar year;
- (c) hours absent while receiving benefits from the Worker's Compensation Board up to 12 months;
- (d) temporary positions, out-of-scope with the employer not to exceed twenty four (24) months unless extended by mutual agreement with the union;
- (e) any paid leave;
- (g) vacation leave;
- a. during first twenty four (24) months of union leave;
- (i) all maternity/paternity/adoption/parental leave;
- (j) education leave up twelve (12) months.

9.03 Maintenance Of Seniority

Seniority shall be maintained, but not accrue, during:

- (a) period of lay-off in excess of one month;
- (b) suspension for discipline;
- (c) unpaid leaves of absence over one hundred and sixty-eight (168) work hours in a calendar year;
- (d) sick leave including coverage by the Disability Income Plan or Income Replacement Benefits under the Automobile Insurance Act in excess of one hundred and nineteen (119) calendar days;
- (e) the probationary period in a permanent out-of-scope position;
- (e) hours absent while receiving benefits from the Worker's Compensation Board beyond 12 months;

- f) Leave for elected public office

9.04 Loss Of Seniority

An employee shall lose all seniority within Crestvue Ambulance Services Ltd. if she:

- (a) terminates employment with Crestvue Ambulance Services Ltd.;
- (b) is discharged for just cause;
- (c) fails to return to work immediately following the termination of a leave of absence or within fourteen (14) days from receipt of notification by the Employer to return to work following a lay-off, unless in either case the employee can show a justifiable reason for failure to report to work;
- (d) is on lay-off from Crestvue Ambulance Services Ltd. for more than 12 months;
- (e) is a casual employee and has not worked for a period of 90 calendar days exclusive of approved leaves of absence;
- (f) fills any position not within the scope of this agreement on a temporary basis exceeding 12 months, unless mutually agreed otherwise;
- (g) works exclusively in a permanent out-of-scope position and successfully completes the probationary period.

For (a) to (e) loss of seniority shall result in the termination of an employee.

9.05 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service last commenced and including total seniority hours up to and including the week in which December 31 falls each year, as calculated in Article 10.01. An up-to-date seniority list shall be posted in places accessible to all employees by February 1st of each year, with a copy to the union. The seniority list shall be open for correction for a period of thirty (30) days from the date of posting.

9.06 Probation

A newly hired employee shall serve a probationary period of one thousand and ninety-five (1095) hours worked immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, an employee serving the probationary period provided above, is found to be unsatisfactory, she may be terminated without notice and such a termination shall be deemed to be for just cause. However it is understood that such termination cannot be discriminatory as provided in the Saskatchewan Human Rights Code.

ARTICLE 10 – LEAVE OF ABSENCE

10.01 Leave Of Absence Without Pay

Insofar as the regular and efficient operation of the employer allows, a leave of

absence without pay for personal reasons shall be granted for reasons satisfactory to the employer.

On completion of the leave of absence, the employee shall return to the same salary level and same or comparable position held prior to taking such leave.

10.02 Request For Leave Of Absence

All requests for leave of absence without pay or requests for a reduction of previously approved leave of absence without pay for personal reasons shall be submitted in writing at least seven (7) days in advance except in extenuating circumstances.

Requests shall include dates of commencement and return.

10.03 Leave Without Pay Exceeding 31 Days

When leave of absence without pay is for thirty one (31) calendar days or more, no sick leave credits or annual vacation credits will be accumulated for the entire period of absence and a new increment date will be established,

Prior to commencement of the leave, the employer shall inform employees of their options to continue Group Life Insurance and Disability Income Plan coverage during their leave.

10.04 Pressing Necessity

An employee shall be granted leave without pay for maximum of twenty-four (24) hours for pressing necessity. Pressing necessity shall be defined as an emergency situation that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which requires the immediate attention of the employee and could not be attended by another person.

The employee may elect to use any entitlement to time off such as vacation, public holiday or earned time.

10.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an employee shall be granted bereavement leave with pay from scheduled work. Leave shall be available between the date of death and two days after the funeral, except where bereavement responsibilities require their attendance on a day outside this period, as follows:

- (a) Up to four (4) working days in the event of the death of the spouse, mother, father, brother, sister, son or daughter, grandchild or someone with whom they have an equivalent relationship.
- (b) Up to two (2) days in the event of the death of a father-in-law, mother-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandparent-in-law, niece, nephew or someone with whom they have an equivalent relationship.

In addition, the employee shall be entitled to vacation, earned time or unpaid

leave of absence as may be required for this purpose.

10.06 Family Responsibility Leave

(a) An employee may be granted leave of absence with pay to attend spouse, son or daughter for whom she has a reasonable expectation for duty of care. Leave will be granted where the employee has made reasonable efforts to use other available solutions and the situation requiring the employee's attention is:

- Unforeseen, and Unpredictable, and Beyond the control of the employee,
- OR**
- Health related emergent or potentially life threatening to the family member

Employees may also request vacation, earned time or unpaid leave of absence as may be required for this purpose. Effective the date of signing of this collective agreement all employees who have been employed for one year or longer will be credited with two (2) days, equivalent to sixteen (16) hours, of family responsibility leave.

(b) Full-time employees shall earn family responsibility leave credits at the rate of one quarter (1/4) day per month (2 hours/month) to a maximum of four (4) days 32 hours. Other than full-time employees shall earn family responsibility leave credits, prorated based on paid hours.

Probationary employees will not have access to family responsibility leave credits. Subsequent to successful completion of probation, employees will be credited with family responsibility leave credits earned during probation.

10.07 Medical Care Leave

An employee who is able to demonstrate that she is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay. Such time off shall not exceed sixteen (16) working hours per fiscal year. Hours in excess of sixteen (16) hours per fiscal year shall be deducted from the employee's sick leave accumulation.

10.08 Education Leave Of Absence

(a) Participation in pertinent educational programs is encouraged by the employer. Subject to adequate staffing levels being maintained, and upon the request of an employee, the employer may grant leave, with or without pay, to attend training and/or education. If the educational event occurs on an employee's day off, the employer may grant equivalent time off with pay. Tuition costs, registration fees, or expenses incurred may be paid by the employer.

(b) When the employer requires and requests the attendance of an employee at a conference or workshop, or similar educational session,

normal salary and benefits shall be continued. When attendance is required on days off, employees shall be entitled to equivalent time off with pay. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the employer.

- (c) Where it is required by the employer, in addition to the provisions of 10.09(b), all employees:
- (i) attending education as required by Saskatchewan Health shall be paid their straight time hourly rate to a maximum of eight (8) hours for each education day or time spent, whichever is less;
 - (ii) successfully completing the following certification and re-certification programs, ACLS, BTLS, CPR, PALS and any other specific certification and re-certification programs deemed mandatory by the employer will be reimbursed for tuition costs.
- (d) The employee's increment date will not change as a consequence of the first twelve (12) months of an educational leave of absence.

10.09 Leave For Union Business

The parties agree that employees will occasionally require leave to conduct the business of the union. Such leave will not unreasonably interfere with the operations of the employer, nor will it be unreasonably denied. Except under extenuating circumstances:

- any request for such leave will be made at least 72 hours in advance;
 - for leaves in excess of 14 days the employee will give at least 14 days notice;
 - where leave is for regularly scheduled meetings the employee will notify the employer as soon as she is aware of the dates.
- (a) The employer agrees to continue to pay normal salary and benefits to the employees allocated to attend to union business and that the employer is to charge the union for reimbursement of the total payroll cost associated with this leave. The Union will reimburse the employer within the thirty (30) days of the billing.

10.10 Maternity/Paternity/Adoption Leave

Labour Standard and any applicable Federal and Provincial statutes shall apply. In addition

- (a) Upon return from such leave, the employee will resume employment in the same or in a comparable position at the same step and range of pay occupied prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption Leave is affected by lay off, she shall be afforded access to the provisions of Article 25, Layoff And Work Resumption.
- (b) Accrual of seniority when on such leave is calculated as follows:

- (i) For full-time employees, seniority shall accrue as if they were working.
- (ii) For other than full-time employees who have worked for one (1) year or more:

$$\frac{\text{Paid Hours In Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week Of Leave}$$

- (iii) For other than full-time employees who have worked for less than one (1) year:

$$\frac{\text{Paid Hours}}{\text{Number of Weeks of Employment}} = \text{Seniority Hours Per Week Of Leave}$$

10.11 Parental Leave

Labour Standard and any applicable Federal and Provincial statues shall apply. In addition

- (a) Upon return from such leave, the employee will resume employment in the same or in a comparable position at the same step and range of pay occupied prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption Leave is affected by lay off, she shall be afforded access to the provisions of Article 25, Layoff And Work Resumption.
- (b) Accrual of seniority when on such leave shall be in accordance with Article 10.10(b).

ARTICLE 11 – SICK LEAVE

11.01 Definition Of Sick Leave

Sick leave means the period of time an employee is absent from work because of disability due to illness or injury not covered by Workers' Compensation.

11.02 Reporting Of Absence

An employee who will be absent from duty as a result of sickness or disability shall notify her immediate supervisor or designate as soon as possible prior to the commencement of her scheduled shift. By failing to do so, except in extenuating circumstances, the employee shall be considered absent without leave and the employer may make a deduction in pay for the time which expires between the time the employee should have reported for work and the time at which the employee reported their sickness or disability. Such deduction in pay shall not preclude employer from taking a disciplinary action when warranted.

11.03 Certification Of Illness/Disability

The Employer reserves the right to request a medical certificate in respect of absence due to illness or disability. This certificate shall be requested prior to or during such illness or disability.

11.04 Accumulation Of Sick Leave Credits

Full-time employees shall accumulate sick leave credits at the rate of ten (10)

hours per month worked up to a maximum one thousand and eighty hours (1080 hours). Other than full-time employees shall earn sick leave credits on a pro rata basis.

11.05 Use Of Sick Leave Credits

After one (1) month of continuous employment, each full-time and other than full-time employee shall be entitled to access sick leave credits, accrued from the day of commencement of employment, until such time when the employee is eligible to access short term disability as stipulated in the employee group policy.

11.06 Deductions From Sick Leave Credits

- (a) For full-time employees, a deduction shall be made from accumulated sick leave credits for all normal working hours (exclusive of Public Holidays) absent for sick leave.
- (b) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of paid hours in the fifty two (52) weeks preceding the illness, whichever is greater.
- (c) Casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled, prior to becoming ill. Outside the posted and confirmed period, a casual employee who remains unable to work due to illness shall have access to sick leave credits based on the average number of paid hours in the fifty two (52) weeks preceding the illness, or since date of hire, whichever is less, provided the employee has worked a minimum of 780 hours during that period.

11.07 Sick Leave And Pregnancy

Employees shall have access to sick leave credits for illness which may arise during pregnancy while the employee continues active duty with the employer.

ARTICLE 12 – VACATION

12.01 Annual Vacation

All employees shall be entitled to:

- (a) time off for annual vacations of 3, 4 or 5 weeks dependent upon the employee's continuous employment; and
- (b) vacation pay calculated in accordance with Articles 12.07 and 12.08.

12.02 Vacation Year

A full "Vacation Year" for each employee shall be the twelve months period following her date of hire and each anniversary there after.

12.03 Continuous Employment

"Continuous Employment" means employment Crestvue Ambulance Services Ltd., unbroken by a termination from all employment.

12.04 Posting Vacation Credits

Employee shall receive on pay stub vacation pay earned in the pay period, and the total accrual of unused vacation pay entitlement.

12.05 Vacation Selection

- (a) Employee shall take her vacation no later than the end of the twelve month period following the vacation year in which they (vacation credits) were earned.
- (b) The Employer reserves the right to limit the number of employees who can be absent on vacation at any time. Any conflict with respect to choice of vacation dates shall be resolved by the Employer on the basis of seniority with due regard to operational efficiency. However, when annual vacations are split, seniority shall only govern in one instance.
- (c) In order for an employee to exercise her seniority rights she must make her vacation selection by May 1 of each year. The employer has the right to schedule any excess earned vacation entitlements not requested by employee and which should be taken within time period provided in Article 12.05(a).
- (d) Employees shall be entitled to receive vacation in an unbroken period of time up to two (2) weeks unless there would be no overlap or conflict with other employee's requests.
- (e) Employees shall be entitled to receive vacation as it is earned during each vacation year.

12.06 Posting Vacation Schedules

The employer shall post a vacation schedule in workplace no later than May 15 of each year. Once posted, these dates cannot be changed without mutual consent.

12.07 Vacation Entitlement

Full-time employees shall be entitled to time off and shall earn vacation credits as follows:

- (a) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, three (3) weeks of time off and fifteen (15) days of vacation credit (10 credit hours/month).
- (b) During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, four (4) weeks of time off and twenty (20) days of vacation credit (13.5 credit hours/month).

- (c) During the eighteen (18th) and subsequent years, including the twenty fourth (24th) year of continuous employment, five (5) weeks of time off and twenty five (25) days of vacation credit (16.5 credit hours/month).

Other-than-full-time employees shall earn vacation credits, as specified above, on a pro-rata basis.

12.08 Vacation Pay

Employees shall be paid 3/52nds, 4/52nds or 5/52nds, as applicable, of their gross earnings proportionate to the amount of vacation being taken when they take earned vacation entitlements.

12.09 Vacation Pay Advance

Where an employee requests vacation pay in advance and provides fourteen (14) days written notice prior to the commencement of the vacation, vacation pay shall be provided to the employee no later than her last scheduled working day prior to vacation.

12.10 Displacement Of Vacation

Where, in respect of any period of vacation leave, an employee is:

- (a) granted bereavement leave, or
- (b) granted sick leave as a result of hospitalization during the scheduled vacation, or
- (c) granted sick leave, verified by a medical doctor immediately prior to commencing scheduled vacation and such illness continues into the period of scheduled vacation, or

the period of vacation so displaced shall either be reinstated for use at a later date.

12.11 Call Back From Vacation

An employee called back from vacation shall be paid at two times (2x) her regular rate of pay for all hours worked. Upon completion of the work that the employee had been called back to perform, the employee may, at her discretion, resume and complete the remainder of the scheduled vacation days or, by mutual agreement, reschedule unused vacation to be taken at a later date.

Where the employer requires an employee to cancel scheduled vacation as provided in Article 12.06, the employee shall immediately notify the employer of any associated unrecoverable cost that the employee will experience. The employer will reimburse the employee for such reasonable and actual cost, where supported by receipts or other satisfactory proof.

12.12 Vacation Pay On Termination Or Retirement

An employee who terminates her employment or, is terminated, or laid off at any time in the vacation year before having taken vacation, shall be paid out for all vacation credits earned and not yet taken.

ARTICLE 13 – PUBLIC HOLIDAYS

13.01 Public Holidays

For the purpose of this Agreement, the following shall be considered Public Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

and any other day proclaimed as a public holiday by the Provincial Government. Observance of Public Holiday and Public Holiday Pay for all public holidays mentioned by name in this Article shall be in Accordance with relevant sections of The Labour Standards Act.

13.02 Overtime Pay On A Public Holiday

An employee required to work in excess of the regular hours of work on the day of a public holiday shall be paid at two (2) times the regular rate of pay.

ARTICLE 14 – HOURS OF WORK

14.01 Standard Hours of Work

The introduction of the extended shift is designed to provide employees with less days to work in a defined period (work cycle) and to facilitate operational needs of the employer. The parties may meet from time to time to negotiate modifications in the patterns of work hours, or to confirm the extension of such modifications. As well as such modifications for which provisions are made herein, the parties may make modifications which alter some aspects of the administration of this agreement, as long as no employee be required to work more than full-time hours, as averaged over some reasonable period of time, not to exceed six (6) months. The parties agree to the following terms and conditions:

- (a) Regular hours of work (regular shifts) for all scheduled employees shall be ten 10 or fourteen 14 consecutive hours per day.
- (b) The master rotation for hours of work (and shifts) for all full time employees shall be scheduled as follows: two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts, followed by five (5) days off, then two (2) ten (10) hour day shifts followed by three (3) fourteen (14) hour night shifts followed by four (4) days off, then three (3) ten (10) hour days shifts

followed by two (2) fourteen (14) hour night shifts followed by five (5) days off, so as to ensure an averaged forty-two (42) hour work week.

- (c) Casual employees will be scheduled for standby duty consistent with six (6) consecutive days twenty four (24) hours on followed by three (3) consecutive days twenty four (24) hours off.
- (d) A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0800 hours Monday.
- (e) A casual employees may be called in for up to 14 fourteen hours of work in a day at regular rate of pay. Rest periods and meal breaks shall not be limited to specific duration provided that needs of the patient are met and given priority. Casual employee should be paid not less than 3 hours at their regular rate of pay for each call in. Any subsequent calls in during 3 hours period should be deemed to be part of the same call in.
- (f) The period of annual vacation shall correspond to the employee's regular rotation.
- (g) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.
- (h) Consistent with *The Ambulance Act*, the standard hours of work for full-time employees shall consist of scheduled shifts so as to ensure a forty-two (42) hour work week averaged over a period of sixteen (16) weeks and two thousand, one hundred and eighty four (2184) hours annually. Hours of work do not include periods when the employee is assigned standby as per Article 14.08.

14.02 Rest And Meal Periods

Each extended ten (10) hour shift shall be inclusive of three (3) paid fifteen minutes rest periods and shall be inclusive of one (1) forty-five minute paid meal break. Each extended fourteen (14) hour shift shall be inclusive of four (4) paid fifteen minutes rest periods and shall be inclusive of one (2) forty-five minute paid meal break. It is understood that breaks can only be taken at the time that they will not conflict with patient care or any emergency response.

14.03 Scheduling Of Work

Master shift schedule rotation including standby assignments shall be posted at least 30 days in advance. Any amendments there after shall occur only after consultation with affected employee. If any employee is required to work shifts in addition to those previously scheduled the employer shall reimburse the employee for any substantiated costs for necessary cancellations of previous commitments, provided that employee advised the employer of those costs at the time when employee is requested by employer to work such a shift.

14.04 Overtime Rates

Overtime should be paid to the employees for:

- (a) authorized hours of work in excess of ten (10) hour or fourteen (14) hours as applicable to their assigned shift on a master rotation;
- (b) all authorized hours of work in excess of 672 hours in each defined 16 week work cycle. The first cycle will start Friday, May 20, 2005 at 0800 hours. During any monthly work cycle the employer shall not cancel any previously scheduled shifts in order to avoid paying overtime.

Authorized overtime shall be paid for at one and half (1.5) times the employee regular rate of pay. Notwithstanding, the authorized hours worked in excess of 10 or 14 hours as per applicable assigned shift on a master rotation on a Public Holiday shall be paid at two times (2 X) regular rate of pay.

14.05 Overtime Against Wishes

Subject to provisions of Ambulance Act regarding required attendance in case of major emergency or disaster, no employee shall be required to work overtime against her wishes when other qualified and able employees within the same classification are willing to perform the required work.

14.06 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the union and the employer(s).

14.07 Minimum Report Pay

- (a) Any employee reporting for work shall be paid no less than three (3) hours at the regular rate of pay;
- (b) The employer shall not implement scheduled shifts of less than three (3) consecutive hours.

14.08 Standby

- (a) For the purposes of standby, a day means a twenty-four (24) hour period calculated from the time an employee commences her scheduled shift or for an employee not working a scheduled shift a day means the twenty-four (24) hour period calculated from the time she is assigned standby.
- (b) Standby assignment shall mean any period during which the employee is not on regular duty but is designated on standby, and must be available to respond without undue delay to any request to report to duty. Where ever possible, employees shall not be assigned standby on scheduled days off.
- (c) A standby payment shall be paid to each employee so assigned on the following basis:
 - (i) \$2.19 per hour for each hour on standby on a regular working
 - or
 - (ii) \$4.12 per hour for each hour on standby on days off and Public Holidays.
- (d) Hourly standby payments will cease for the length of time an employee

receives pay for reporting to work.

- (e) Employees will not be scheduled for standby for more than six (6) consecutive twenty-four (24) hour days. Except by mutual agreement employees will be scheduled at least three (3) consecutive twenty-four (24) hour days off following the six (6) day work period.

14.09 Call Back (Full-Time And Part-Time Employees)

- (a) 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 but with a minimum of three (3) hours at the rate of time and one-half (1-1/2) the regular rate.

- (b) Call Back After Midnight Or On Public Holiday Or On Scheduled Day Off

Employees who are called back to work between the hours of 2400 (midnight) and 0600 hours or on Statutory Holidays or on their scheduled days off, shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) the regular rate. However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0600 hours, such period of time (outside of the frame of 2400 and 0600 shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay.

14.10 Standby And Call In On Unscheduled Days - Casual Employees

Wherever possible, a casual employee shall not be assigned standby on days she is not scheduled unless mutually agreed otherwise. If mutual agreement is obtained regular workday standby rates will be paid and regular rates of pay will apply if called in. If mutual agreement is not obtained and the employee is so assigned she will receive standby premium as per Article 14.11 (c) (ii) and if called in paid at the rate of one and half (1.5) times her regular rate of pay.

ARTICLE 15 – GUIDELINES FOR ALLOCATION OF ADDITIONAL WORK

The parties agree that relief hours of work come available as a result of absences of full time employees shall be offered to casual employees on equitable and rotating basis, provided that employee has a qualifications and ability to perform work.

ARTICLE 16 – VOLUNTARY REDUCTION OF HOURS OF WORK

A permanent full-time employee, not on probation or trial, may request in writing to temporarily reduce her hours of work for a period of up to one year. The request may be approved subject to operational considerations. An extension

of up to one additional year may be granted. The employee will revert to full-time upon completion of the approved period.

ARTICLE 17 – SALARY PROVISIONS

17.01 Salary Scale

The salary scale applicable to employees shall be set out hereinafter in the Wage Schedule.

17.02 Payment Of Earnings

Each pay period will be composed of two (2) consecutive weeks with the start and cut off at 0800 hours every second Sunday. The paychecks will be released no later than 1700 hours the following Thursday.

17.03 Payroll Deductions

Current deductions shall be made as required by federal and provincial legislation and no other deduction may be made without written consent of the employee concerned except as otherwise provided for in this Agreement.

17.04 Shortages In Pay

Any significant shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

17.05 Recognition Of Previous Experience

All current employees who have directly related experience (or service) and education to their classification shall be placed on the salary range in accordance with the following:

- (a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 1.
- (b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 2.
- (c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed on step 3.
- (d) Three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at step 4.
- (e) Four (4) years of experience in the six (6) years immediately preceding the date of employment shall be placed at step 5.

Notwithstanding the above, the employer reserves the right to exceed the above guidelines where it is deemed necessary. Any new employee will be placed at the step as decided, and at the sole discretion, of the employer.

Where previous experience has been obtained through recent service in other than full-time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year experience will be recognized for each full year of recent service, according to the full-

time hours as defined in Article 14.

17.06 Increment Date

- (a) Full-time employees shall be eligible for increments annually from their date of employment.
- (b) Other than full-time employees shall be eligible for one full increment upon completion of 2184 hours worked.
- (c) A casual EMS employee, as an alternative to 17.06 (b), shall be eligible for a full increment upon completion of 10,000 hours of standby. Paid hours shall not be applicable in this calculation.
- (d) Upon the attainment of an increment, either via paid hours or standby, a casual EMS employee's increment date and standby hours shall be reset.
- (e) If a promotion or reclassification results in an increase of over 10% to an employee's hourly rate of pay, a new increment date shall be established.

ARTICLE 18 – ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

18.01 Transportation Allowance

All employees who consent to use their vehicle for the conduct of the Employer's business on an occasional basis shall be reimbursed at a rate of thirty-six cents (\$.36) per kilometer.

18.02 Overnight Accommodation Allowance

Employee required to stay overnight on a transfer shall be reimbursed for hotel expenses upon presentation of hotel receipts. The employee shall stay in a hotel approved by the employer.

18.03 Reimbursement For Meal Expenses

Employees traveling out of town on transfers shall be reimbursed on presentation of receipts for meals up to \$8 (eight) for breakfast and lunch and up to \$12 (twelve) for supper.

18.04 Reimbursement For Incidental Expenses

Employee will be reimbursed for any incidental expenses approved by the employer in advance, incurred while performing his regular duties upon presentation of his receipts. The employer further agrees to assume the cost of required dry cleaning of personal apparel resulting from an unforeseen work related incident.

18.05 Shift Premiums

- (a) Evening/Night Premium

Effective April 1, 2003, employees working an evening or night shift where the major portion of hours worked fall within the hours of 1500 and 0800

hours, shall be paid at their regular hourly rate plus a shift premium of seventy (\$0.70) cents an hour. Effective April 1, 2004 the evening/night premium shall be increased to one dollar and fifty cents (\$1.50) per hour.

(b) **Weekend Premium**

Effective April 1, 2003, a weekend premium shall be paid at the rate of thirty cents (\$0.30) an hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Effective April 1, 2004 the weekend premium should be increased to one dollar and twenty-five (\$1.25) cents.

ARTICLE 19 – CLASSIFICATIONS AND VACANCIES

19.01 Classifications

Rates of pay shall be subject to negotiation between the union and the employer for any new classification created within the scope of this agreement. An employee entering a job will be placed in the applicable wage scale based on the requirements of the position not on the credentials of the incumbent.

19.02 Posting And Filling Of Vacant Positions

When a full-time vacancy is to be filled, it shall first be posted within Crestvue Ambulance Services Ltd. for ten (10) calendar days prior to selection. In filling the vacancy, first consideration shall be given to HSAS applicants employed by Crestvue Ambulance Services Ltd.

19.03 Temporary Vacancies

- (a) Temporary full-time vacancies of three (3) months or longer shall be posted for ten calendar days.
- (b) When the temporary work becomes redundant, the employee shall be returned for former position or status.
- (c) Temporary appointments will not exceed one year except by mutual agreement.

19.04 Selection Criteria

When qualifications, ability and experience necessary to perform the work are relatively equal, seniority shall be the deciding factor.

19.05 Commencement Of Job

Whenever possible, an employee selected from the posting procedure shall commence the job within four (4) weeks after the date of notification of selection to the position, unless mutually agreed otherwise.

19.06 Trial Period For Reclassification, Transfer, Promotion

Except where mutually agreed by the employer and the union, employees who are reclassified, transferred or promoted within the Crestvue Ambulance Services Ltd. shall be considered on a trial in their new position for the first ninety (90) calendar days following the date of appointment to the new position. During this

trial period, the employee may be returned to the former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

This trial period may be extended on one (1) occasion only, up to a maximum of ninety (90) calendar days when mutually agreed between the employer and the union. It is agreed that the circumstances warranting the extension, the improvements expected by the employer and the duration of the trial period extension will be communicated in writing to the employee on trial and the union prior to the expiration of his/her first ninety (90) day trial period.

19.07 Salary On Promotion

The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate.

19.08 Temporary Performance Of Higher Or Lower Classification Duties

- (a) Where the employer designates an employee to temporarily perform the duties of a higher paid in-scope classification, for a period of one (1) day or longer, the employee shall be compensated as per Article 19.07.
- (b) An employee required to temporarily assume duties of a lower paid classification shall continue to receive the rate of pay applicable to the employee's classification prior to such temporary assignment.
- (c) A temporary assignment of less than one (1) day shall not be applied to circumvent the above stated provisions.
- (d) A temporary assignment exceeding three (3) months shall be reviewed by the union and employer to determine the need for continuance.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

The union and employer recognize that occupational health and safety is a shared concern. They will cooperate in promoting and improving rules and practices that will enhance the work environment for all employees.

Notwithstanding the above, the parties recognize the employer's duty to ensure, insofar as reasonably practicable, the health, safety and welfare at work of all the employer's workers. Additionally, the parties recognize the employee's responsibility to take reasonable care to protect her health and safety and the health and safety of clients and other workers who may be affected by her acts or omissions.

20.01 Occupational Health And Safety Committee

An Occupational Health and Safety Committee, as provided for under the current Occupational Health and Safety Act and Regulations, shall be implemented.

20.02 Referral Of Health Or Safety Concerns

An employee or group of employees who have a health or safety concern shall endeavor to resolve that concern by first referring the concern to the employer.

Alternatively, the employee may approach any member of the Occupational Health and Safety Committee with the concern.

20.03 Workplace Conflict

(a) Definitions:

(i) Violence

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury.

(ii) Harassment

Harassment means any objectionable conduct, comment or display by a person that:

- (1) is directed at a worker;
- (2) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
- (3) constitutes a threat to the health or safety of the worker.

(b) Policy Development:

In compliance with the Occupational Health and Safety Act, the employer will ensure a policy is developed, in consultation with the union, to address violence and harassment, including prevention, management, reduction of causal factors and provision of support to the employees subjected to either.

The definition of violence and harassment within the policy may be expanded beyond the above definitions.

The above mentioned policy shall be made accessible to all employees.

20.04 Immunization

Any time lost as a result of immunization shall not result in loss of pay or reduction of the employee's sick leave credits. The employer agrees to provide immunizations as required for Health Care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control.

20.05 Post-Trauma Counselling

The employer agrees to develop and/or maintain a post-trauma counselling program.

This program shall allow employees to attend sessions without loss of pay or deduction from their sick leave credits.

20.06 Personal Safety Training

The employer will encourage employees to attend personal Safety Training Courses which are made available in the Health Region. Employees attending such training sessions will do so without loss of pay.

20.07 Tuberculosis

The following is to facilitate any processing of future potential WCB claims, and provide increased safety of employees through the prevention of the spread of tuberculosis.

- (1) All new employees immediately upon hiring shall be required to take a tuberculin test. Where such test is positive then she shall be required immediately to take a chest x-ray. Employees showing clinical signs of tuberculosis will not be actively employed.
- (2) All employees shall be required to take a tuberculin test annually on Feb 1, or as close as possible to this date. Where such a test is positive then they shall be required to have a chest x-ray test immediately. Employee showing clinical signs of active tuberculosis will be removed from duty and a WCB claim will be filed.

The test results shall be provided to the employer and stored by the employer in the employee's personal file.

ARTICLE 21 – PERSONNEL FILE

21.01 Personnel Record

An employee shall have, upon reasonable notice, access to her personnel file to review and copy any documents therein, pertaining to work performance or conduct except for references from previous employers.

21.02 Documents On File

The employer agrees to advise and discuss with an employee, her performance appraisal and any other document relating to the employee's performance or conduct prior to such being filed in the employee's personnel file.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Disasters

In the event of a disaster, if an employee volunteers to remain at the work site in order to be available in case the employee's services are required, and the employer agrees, the employee will be compensated for any meals which may be necessary for the employee to purchase while remaining at the worksite. If assigned any duties, employees will be paid as provided for by this agreement.

22.02 Bulletin Boards

A notice board for the use of the union shall be provided by the employer and located in a place easily accessible and conspicuous to the employees concerned, provided that no offensive or scurrilous or indecent material be posted thereon.

22.03 Court/Jury Duty

- (a) An employee subpoenaed as a Crown witness for court shall be paid any difference between payment by the court and that normally received as wages by the employee.
- (b) When an employee is subpoenaed as a witness for court in a matter arising out of the performance of her duties, at a time when she would not otherwise be working, it shall be treated as time worked.
- (c) Except by mutual agreement, employees shall not be required to attend work whereby the employee's combined hours of work and jury duty/witness time exceed the regular scheduled daily hours of work of a full-time employee in the work area.

22.04 Personal Property Damage

An employee's personal property, lost or damaged, as a direct result of delivering service to a client, shall be replaced or repaired at the expense of the Employer to a maximum of two hundred dollars (\$ 200), subject to integration with one hundred (100%) percent coverage by Workers' Compensation Board provided that reasonable proof of the cause of such damage is submitted by the employee concerned within a reasonable time of such loss or damage. This will not apply in any circumstances where employee negligence led to such loss or damage.

22.05 Uniforms And Footwear

- 1. Upon completion of employment all personal equipment and uniforms must be returned to the employer. This is inclusive of all categories of employment. In addition employer must make sure that:
 - (a) All full time staff will be issued 5 shirts and 5 pants. Uniforms will be replaced on an as needed basis.
 - (b) All part time staff will initially receive 3 shirts and 3 pants. Uniforms will be replaced on an as needed basis.
 - (c) All employees will be supplied with good quality SA approved safety boots as approved by the employer and replaced on as required basis.
 - (d) Each on-car employee will be issued a winter jacket with zip out lining which shall remain property of company which shall be replaced as needed.
- 2. All employees will be supplied by the employer with the following personal equipment:
 - (a) One service belt with belt loop for portable radio
 - (b) Winter apparel consisting of a sweater, pair of gloves and a winter hat. These items set forth shall be replaced on an as need basis.
- 3. The employer will pay for all necessary initial alterations and additions to uniforms, including laundry and dry cleaning.

4. Employees shall be required to wear the uniforms and equipment supplied by the employer at all times while on duty.

ARTICLE 23 – LAY-OFF AND WORK RESUMPTION

- (a) Layoff shall be in the reverse order of seniority, however the employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not capable and qualified to perform the required work.

When recalling employees, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the required work.

- (b) In the even of recall of a full-time employee, for normal duties, the employer shall forward a double registered letter to an employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the employer by telephone, confirmed by registered letter, within fourteen (14) calendar days of the mailing, stating his acceptance or refusal of the employment offered. In the event that the employer does not receive such confirmation from the employee within the stated fourteen (14) calendar day period accepting the offered employment, the said employee shall be deemed to be terminated. It is understood that the employer may hire employees from any source to fill operational requirements pending the return to work of a recalled employee.
- (c) An employee laid-off due to staff reductions, shall, when laid-off file his address with the employer and thereafter keep them informed of any change of address.
- (d) Notice of termination or layoff of employees shall be as provided by applicable Labour legislation.
- (e) A layoff shall be defined as an employer initiated reduction of any full-time or part-time and casual employees. When layoffs of employees are to be made, the employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.
- (f) The employer shall endeavor to offer opportunities for casual work to laid off employees in order of their seniority provided the laid off employee is qualified and capable of performing the work required. A laid off employee may refuse an offer of casual work without adversely affecting his recall status.
- (g) No new regular or temporary employees will be hired while there are other employees on layoff as long as laid off employees are qualified and capable of performing the work required.

ARTICLE 24 – EMPLOYEE BENEFIT PLAN

24.01 Group Benefits

Employees group benefit plan, Crestvue Ambulance Service Ltd. Manulife Financial Group Policy Number: G0054495 that is currently enjoyed by all employees, shall continue to be provided on a joint funding basis whereby the employer shall pay 50% and the employees shall pay 50% of the cost of this plan. The employee's share of the premium shall be deducted from employee's monthly earnings. Any subsequent change to the group benefits or the carrier of the benefits plan shall be agreed by both parties in writing.

24.02 Pension Plan

The employer agrees to match employee's contributions toward Registered Retirement Plan (RRSP) to a maximum of four percent (4%) of employee's gross salary per year.

ARTICLE 25 – SPECIAL PROVISIONS FOR WAGES AND RETENTION

The following provisions represent special measures toward enhancing retention and recruitment of EMS professionals working for Crestvue Ambulance Service Ltd., and providing the best possible quality service to the general public in the Yorkton area.

To ensure Crestvue Ambulance EMTs, EMTAs and EMTPs are paid the same corresponding wages as enjoyed by EMTs, EMTAs and EMTPs covered by any subsequent provincial HSAS/SAHO agreements, the employer will adjust, within 60 calendar days only the following:

- (a) The hourly wages;
- (b) Weekend premiums;
- (c) Evening premiums;
- (d) Stand-by rates.

These adjustments will provide the same steps, effective dates of implementation, and retroactive provisions, as specified by any future provincial HSAS/SAHO agreements.

ARTICLE 26 - DURATION AND RENEWAL OF AGREEMENT

- (a) This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after May 20, 2005 up to and including May 19, 2008 and from year to year thereafter unless notification of desire to renegotiate is given in writing
- (b) Either party, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, should give notice in writing to the other party to renegotiate this Agreement, or revisions thereof.

- (c) It is also agreed between the parties that during the life of this Agreement, there shall be no strikes, work stoppages, slowdowns or lockouts of any kind.

IMPLEMENTATION DATES

MAY 20, 2005

- Implementation of the six step HSAS/SAHO's wage Table #1 and concurrent implementation of Article 17.05 (Recognition of Previous Experience).
- All provision of Collective Agreement take effect unless otherwise specified in the body of the Agreement.

WAGE TABLE

Table 1

May 20, 2005 - Step Placement	Market Supplement (MS)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Emergency Medical Services							
E.M.T.		\$18.106	\$18.830	\$19.584	\$20.367	\$21.182	\$22.029
E.M.T.A.		\$19.554	\$20.337	\$21.150	\$21.996	\$22.876	\$23.791
E.M.T.P.		\$21.411	\$22.268	\$23.158	\$24.085	\$25.048	\$26.050

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 19TH DAY OF MAY 2005.


Signed on behalf of Crestvue Ambulance Services


Signed on behalf of HSAS


Signed on behalf of HSAS

