

Revisions to the Collective Agreement

Between:

THE HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN

and

CRESTVUE AMBULANCE SERVICES LTD

**As Negotiated on August 22, Sept. 19, 20, and Nov. 7, 8, 2008
and May 24, 2012**

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**Crestvue Ambulance Services Ltd.
in the Province of Saskatchewan**

Hereinafter referred to as the "Employer"

- And -

The Health Sciences Association of Saskatchewan

Hereinafter referred to as the "Union"

WHEREAS the Employer and Union have commenced collective bargaining and hereby agree to incorporate the following changes into the collective agreement that expired on May 19, 2008.

AND WHEREAS the negotiating team will recommend this package to form part of the basis of settlement to the Union and its members.

ARTICLE 1.10 – DEFINITIONS – *Standby shall be amended to read as follows:*
"Standby" shall mean any period during which an employee is not on regular duty but required to be immediately available to report to work when called and in a fit condition to perform the work. Employees on standby must report to work as soon as possible but no later than fifteen (15) minutes of such call, except for extenuating circumstances beyond the employee's control. In such extenuating circumstances the employee must immediately communicate the delay to the employer or designate. Agreed to 8:30 p.m. Sept.19/08

ARTICLE 4.02 - DUES CHECK-OFF the last paragraph shall be amended to read as follows:(previously was quarterly plus marital status)
"On April 1st and October 1st of each year, the employer shall provide the union the name and home address of each HSAS employee, along with their classification. It shall be the responsibility of the employee to advise the employer of any changes to their place of residence, contact information and any information that may impact the employee's benefits. Agreed to 9:00 p.m. Sept.19/08

ARTICLE 8.07 - TIME LIMITS be amended to read as follows:

“Failure on the part of the 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 in writing.” Agreed to Aug. 22/08

ARTICLE 9.02 – ACCRUAL OF SENIORITY shall be amended to read as follows (corrected lettering, change from 24 to 12 mos. as underlined):

“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 twelve (12) months unless extended by mutual agreement with the union;***
- (e) any paid leave;***
- (f) vacation leave;***
- (g) during first twelve (12) months of union leave;***
- (h) all maternity/paternity/adoption/parental leave;***
- (i) education leave up twelve (12) months.”***

Agreed to 10:30 p.m. Aug. 22/08.

ARTICLE 9.03 – MAINTENANCE OF SENIORITY shall be amended to read as follows (**only change is correction in lettering and deletion of leave for elected public office**):

“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.

(f) hours absent while receiving benefits from the Worker's Compensation Board beyond 12 months." Agreed to 10:30 p.m. Aug. 22/08

ARTICLE 10.02 - REQUEST FOR LEAVE OF ABSENCE be amended to read as follows (change from 7 to 14 days as underlined):

"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 fourteen (14) days in advance except in extenuating circumstances.

Requests shall include dates of commencement and return." Agreed to 10:30 p.m. Aug. 22/08.

ARTICLE 10.07 - MEDICAL CARE LEAVE be amended to read as follows:

"An employee who is able to demonstrate that they are 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 and shall be deducted from the employee's sick leave accumulation as taken."

"Employees who do not have sixteen (16) hours of accrued sick leave but have a bona fide medical appointment shall be advanced up to sixteen (16) hours of sick leave credits subject to providing medical documentation to substantiate the request to the employer. The employee shall subsequently have the number of sick leave hours advanced deducted as earned."

ARTICLE 10.09 - LEAVE FOR UNION BUSINESS shall be amended by adding the words "in writing" after the words in the first two points: Agreed to Aug. 22/08

"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 in writing at least 72 hours in advance;
- for leave in excess of 14 days the employee will give at least 14 days notice in writing;
- where leave is for regularly scheduled meetings the employee will notify the employer as soon as she is aware of the dates."

ARTICLE 11.03 – CERTIFICATION OF ILLNESS/DISABILITY shall be amended to read as follows:

“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. When requested, the employee shall immediately following their illness, provide a medical certificate to the Employer.” Agreed to at 12:40 p.m. Sept. 20/08

ARTICLE 11.06 - DEDUCTIONS FROM SICK LEAVE CREDITS that b) and c) be replaced with the following new language:

“(b) For casual and part-time employees, a deduction shall be made from accumulated sick leave credits when an employee is absent due to illness during posted and confirmed hours as scheduled on their master rotation work cycle. In addition, when casual and part-time employees are absent due to illness for posted and confirmed scheduled standby shifts on their master rotation work cycle, they shall have eight (8) hours deducted from their accumulated sick leave credits per standby shift and paid eight (8) hours based on their regular hourly rate. The above deductions are paid subject to the employee having sufficient hours accumulated in their sick leave credits.

(c) Casual and part-time employees not eligible for group disability benefits and not regularly scheduled for posted and confirmed shifts or standby, who are unable to work due to illness and have provided medical certification of disability, will have access to accrued 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 at least thirty (30) hours in the proceeding three (3) months.” Agreed to at 12:40 p.m. Sept. 20/08

ARTICLE 12.05(c) – VACATION SELECTION shall be amended to read as follows:

“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 the employee and which should be taken within time period provided in Article 12.05(a); or payout the employee’s excess vacation pay.” Agreed to at 12:45 a.m. Nov. 8/08.

ARTICLE 12.07(c) – VACATION ENTITLEMENT shall be amended to read as follows:

“During the fifteenth (15th) 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).” Agreed to at 12:45 a.m. Nov. 8/08.

ARTICLE 13.01 – PUBLIC HOLIDAYS shall be amended to read as follows:

Add: “Family Day” Agreed to at 12:45 a.m. Nov. 8/08.

ARTICLE 14.01 - STANDARD HOURS OF WORK shall be amended to read as follows:

“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/shift rotations, 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: ..."Agreed to May 24/12

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, or any other scheduled shift rotation mutually agreed upon based on operational needs." Agreed to May 24/12

e) shall be amended by replacing the word "should" with the word "shall" in the last sentence. Agreed to Aug. 22/08

ARTICLE 14.02 – REST AND MEAL PERIODS shall be amended to read as follows (change from one to two as underlined):

"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 minute rest periods and shall be inclusive of two (2) forty-five minute paid meal breaks. It is understood that breaks can only be taken at the time that they will not conflict with patient care or any emergency response." Agreed to AUG.22/08

ARTICLE 14.04 – OVERTIME RATES shall be amended to read as follows:

"Overtime should be paid to the employees for:

(a) authorized hours worked in excess of ten (10) hours or fourteen (14) hours as applicable to the employees assigned shift on the full-time master rotation shift schedule;

(b) authorized hours worked by employees scheduled on call and required to work in excess of fourteen (14) hours in a day commencing from 00:01 to 24:00 hours;

(c) authorized hours worked by casual employees temporarily assigned to a shift(s) on the full-time master rotation shift schedule and required to work overtime in excess of ten (10) hours or fourteen (14) hours as applicable to their assigned shift on the full-time master rotation shift schedule;

(d) overtime worked in (a) to (c) above on a bi-weekly basis;

(e) all authorized regular hours of work, (excluding hours paid at overtime rates as outlined in (a) to (c) above) in excess of 672 hours in each defined 16 week work cycle. The first cycle will start Sunday, October 5, 2008 at 08:00 hours. During any monthly work cycle the employer shall not cancel any previously scheduled full-time shifts in order to avoid paying overtime. The start and the end of all sixteen week work cycles are outlined in the calendars as per Appendix "A". Agreed to Nov.8/08

Authorized overtime shall be paid for at one and half (1.5) times the employees 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 (2X) regular rate of pay."

ARTICLE 14.06 – SPLIT SHIFTS shall be amended to read as follows:

"Split shifts shall not be scheduled except by mutual agreement between the union and the employer or designate." Agreed to Aug.22./08

ARTICLE 14.07(a) - MINIMUM REPORT PAY shall be amended to read as follows:

"Any employee reporting for work as requested by the employer shall be paid not less than three (3) hours pay at the employee's regular rate of pay. At the Employer's option the Employee may be required to perform any assigned duties during the three (3) hour period." Agreed to Aug. 22/08

ARTICLE 14.08(c) – STANDBY shall be amended to read as follows (deleted \$2.19 rate and on days off and Public Holidays):

"Standby payment shall be paid to each employee so assigned at the rate of \$4.12 \$5.00 per hour for each hour on standby on days off and Public Holidays." Agreed to Aug. 22/08 and amended May 24/12

ARTICLE 14.10 - STANDBY AND CALL IN ON UNSCHEDULED DAYS - CASUAL EMPLOYEES be amended to read as follows (rate increase to 1.5X for standby):

"Wherever possible, a casual employee shall not be assigned standby on days they are 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, they will receive standby premium of \$6.18 per hour and if called in paid at the rate of one and half (1.5) times their regular rate of pay." Agreed to 11:30 p.m. Aug.22/08

ARTICLE 18.01 - TRANSPORTATION ALLOWANCE shall be amended to read as follows (increase from .39):

"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 forty cents (\$.40) per kilometer." Agreed to 11:03 p.m. Aug.22/08

ARTICLE 18.03- REIMBURSEMENT FOR MEAL EXPENSES shall be amended to read as follows:

"Employees traveling out of town on transfers shall only be reimbursed for meal expenses on presentation of receipts for meals up to \$10 (ten) for breakfast and lunch and up to \$15 (fifteen) for supper during reasonable breaks, taking into consideration the needs of the client." Agreed to 9:30 p.m. Sept. 19/08

"Employees traveling out of town on transfers shall only be reimbursed for meal expenses on presentation of receipts for meals up to \$10 (ten) for breakfast and lunch and up to \$15 (fifteen) for lunch and supper during reasonable breaks, taking into consideration the needs of the client." Agreed to amend May 24/12 effective date of signing of new CBA.

ARTICLE 18.05(a) and (b) – SHIFT PREMIUMS shall be amended to read as follows:

“Employees working an evening or night shift where the major portion of hours worked fall within the hours of 15:00 and 08:00 hours shall be paid at their regular hourly rate plus a shift premium of ~~one dollar and fifty cents (\$1.50)~~ two dollars and ten cents (\$2.10) an hour. Agreed to Nov. 8/08 and Agreed to amend May 24/12

“A weekend premium shall be paid at the rate of one dollar and ~~twenty five eighty~~ (\$1.25) (\$1.80) cents for each hour worked between 00:01 Saturday and 24:00 hours Sunday.” Agreed to Nov.8/08 and Agreed to amend May 24/12

ARTICLE 18.06 - PROFESSIONAL LICENSING FEES (NEW)

“For eligible EMS Employees the Employer shall pay directly to the appropriate body annual costs associated with professional licensing fees that EMS Employees are required to pay by either statute or the Employer. Eligible Employees shall include all full-time, casual and part-time Employees who have worked a minimum of twenty percent (20%) of full-time hours during the previous licensing year applicable to their profession, are currently employed and have not had their licensing fees paid by another Employer. Eligible Employees are solely responsible for completing the necessary application forms and submitting them to the Employer in a timely manner and the Employer shall remit payment in a timely manner. This provision shall not include the cost of vehicle operator licenses.”

Agreed to 11:11 a.m. Nov. 8, 2008.

ARTICLE 19.03 - TEMPORARY VACANCIES shall be amended to read as follows (fix typo):

- (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 to their former position or status.***
- (c) Temporary appointments will not exceed one year except by mutual agreement. Agreed to Aug. 22/08

ARTICLE 22.03(a) - COURT/JURY DUTY shall be revised to read as follows:

“An Employee who is required to perform jury duty, or who is required to serve as a witness on behalf of the Employer, on a day on which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. The Employee will present proof of service, the amount of pay for jury/witness duty received and report to work for the remainder of his shift if released from the court prior to the end of his regularly scheduled hours of work.” Agreed to Aug. 22/08

ARTICLE 22.05 – 1.(d) and 4. – UNIFORMS AND FOOTWEAR shall be amended to read as follows:

"1.

d) Each on-car employee will be issued a winter jacket with zip out lining which shall remain the property of the company and shall be replaced as needed."

"4. Employees shall be required to wear the uniforms and equipment supplied by the employer at all times while on duty and at no other time."

Both 1. and 4. Agreed to Aug. 22/08

ARTICLE 23(b) – LAY-OFF AND WORK RESUMPTION shall be amended to read as follows (type of even to event):

"In the event 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." Agreed to Aug. 22/08

ARTICLE 24.01 – GROUP BENEFITS shall be amended to read as follows (remove reference to old contract numbers)

"The group benefit plan 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 the plan. The employee's share of the premium shall be deducted from the employee's monthly earnings. Any subsequent change to the group benefits shall be agreed to by both parties." Agreed to at 4:44 p.m. Sept.20/08.

ARTICLE 24.02 – PENSION PLAN shall be amended to read as follows (delete RRSP):

"Effective January 1, 2009 full-time and casual employees regularly scheduled on standby and having completed 1095 hours of continuous employment worked with the employer will be eligible to join the pension plan. The employer agrees to match employee's contributions toward Registered Retirement Plan to a maximum of four percent (4%) of eligible employee's gross salary per year." Agreed May 24/12

"Effective April 1, 2012 full-time and casual employees regularly scheduled on standby and having completed 1095 hours of continuous employment worked with the employer will be eligible to join the pension plan. The employer agrees to match employee's contributions toward Registered Retirement Plan to a maximum of seven (7%) of eligible employee's gross regular salary per year." Agreed May 24/12

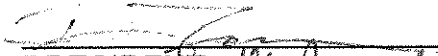
Article 25 be amended to provide for 90 calendar days for implementation. Agreed May 24/12

Article 26 be amended to read May 20, 2008 to May 19, 2015 and the Wage Table be adjusted to reflect current wage rates as per Article 25. Agreed May 24/12

THEREFORE, the parties mutually agree as follows:

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed this 24th day of May, A.D. 2012.

Health Sciences Association of Saskatchewan


PRESIDENT *29/06/12*
Steve K. Kowalsky June 29, 2012
SECRETARY-TREASURER

Crestvue Ambulance Services Ltd.


PRESIDENT *Aug 10, 2012*