

MEMORANDUM OF AGREEMENT

BETWEEN:

NORTH EAST EMS

(the "Employer")

AND:

HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN

(the "Union")

The attached document shall constitute the changes to the Collective Agreement between the Parties expiring on March 31, 2017. Upon ratification, the Union and the Employer agree to sign and execute the attached collective agreement, errors and omissions excepted, to govern the relations between the parties for the term specified.

The HSAS Negotiating Committee undertakes to present this Tentative Agreement to the HSAS Executive Council with the recommendation that it be accepted and recommended to the HSAS Membership employed by NEEMS. HSAS Executive Council will make a determination as to whether or not to endorse this Tentative Agreement.


If endorsed by the HSAS Executive Council, the representatives of the Parties agree to complete the ratification process and exchange such results no later than sixty (60) calendar days following the signing of this Memorandum of Agreement. The signing of the Collective Agreement shall occur no later than thirty (30) days following ratification.


The Parties agree that the attached Articles as well as other matters negotiated and agreed to by the Parties during this round of negotiations are applicable to the term of April 1, 2017 to March 31, 2026 and represents amendments to the current Collective Agreement and all other Articles of the Collective Agreement remain as current.

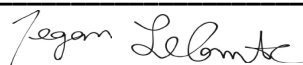
Any other proposals by either the Employer or Health Sciences Association which are not addressed by the following changes are either withdrawn or rejected. Provisions that require retroactive payment will be identified in the applicable Article, and all other provisions will come into affect at an agreed-upon date (identified in the MOA) following ratification of the Collective Agreement.

Executed in the City of Saskatoon by the authorized representatives of the Employer and the Union, this 19th day of April, 2021.

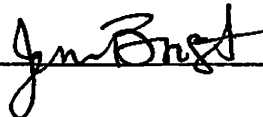
On Behalf of the Union







On Behalf of the Employer



PREAMBLE

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

- (a) Provide the best possible quality of ambulance service in the ~~Kelsey Trail Health Region~~ **Saskatchewan Health Authority** consistent with reasonable and acceptable costs and expenses.
- (b) Maintain a satisfactory and productive relationship between the Company and its Employees.
- (c) Outline in writing all agreements reached through negotiation, in matters relating to working conditions.
- (d) Provide an amicable method of settling any grievances, which may arise between the parties.

AND WHEREAS the Company and the Union have agreed to enter into a Collective Agreement containing the following terms and conditions of employment;

NOW THEREFORE the Company and the Union agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 'Actively working' includes, without limiting, working at base on a scheduled shift or when called in to either cover or respond to an emergency call or transfer.

1.02 "Call Back" shall mean any employee who has been called to work after completing their regular work schedule and having left the worksite.

1.03 "Call-in on scheduled days off" shall mean anytime an employee is called to report to either standby or active duty on their scheduled day off.

1.04 "Call-in while on Standby" shall mean any employee who is called in while on standby and who has not been scheduled to work that calendar day."

1.05 "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.

1.06 "Date of Employment" shall mean the date the employee last commenced employment with the Employer.

1.07 "Day" shall mean the twenty-four (24) hour period calculated from the time the employee commences regular duty and receiving full wage.

1.08 "Employee(s)" shall mean employees covered by this Agreement.

- 1.09** "Employer" shall mean Medstar Ventures Inc. operating as North East Emergency Medical Services (North East EMS)
- 1.10** "Fiscal Year" shall mean the period between April 1 and March 31 of each year
- 1.11** "Full-Time Employee" shall mean an employee who is regularly scheduled to work the hours of work defined in the Article 12 of this Agreement outlining hours of work. ~~AGREED (subject to any change to the actual article number)~~
- 1.12** "Part-Time Employee" shall mean an employee who is regularly scheduled on a rotation to work less than the standard hours of work of a full-time employee, as defined in Article 12, on a regular basis.
- 1.13** "Parties" shall mean the Employer and the Union, as defined herein.
- 1.14** "Promotion" shall mean the movement of an employee from one classification to another classification having a higher rate of pay.
- 1.15** "Pro rata basis" for an, other than full-time employee shall mean the hours worked at full wages, plus the hours spent on standby/~~3-6~~.
- 1.16** "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.
- 1.17** "Temporary Employee" is one who is hired on a temporary basis:
- (i) for a specific job of more than three (3) months and less than one (1) year or;
 - (ii) to replace an employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace an 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.
- 1.18** The personal pronouns "he", "she", "him", "her", "his" or "hers", as used in this Agreement shall be construed as referring to individuals of any gender. A reference to the singular shall also include the plural, where the context requires it.
- 1.19** "Union" shall mean the Health Sciences Association of Saskatchewan.
- 1.20** "Week" shall mean the period between 0800 hours Monday and 0759 hours the following Monday.
- 1.21** "Weekend" shall mean the period between 0001 hours Saturday and 0001 Monday.

ARTICLE 2 - DURATION OF AGREEMENT - NO STRIKE OR LOCKOUT

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and **effect from and after Sunday Following Date of Ratification 2013 up to and including March 31, 2017 April 1, 2017 up to and including March 31, 2026** and from year to year thereafter unless notification of desire to renegotiate is given in writing. Such notice shall be given not less than **thirty (30) sixty (60) days** and not more than **sixty (60) one hundred and twenty (120)** days prior to the expiry date of this Agreement.

During the term of this Agreement there shall be no strike, no sympathy strike, stoppage, slowdown, deliberate withholding of service, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on the part of the Company.

ARTICLE 4 - SCOPE

4.01 This Agreement shall cover those Employees employed by North-East EMS at and from its headquarters located at 101 Timber Drive, Nipawin, Saskatchewan, and classified as follows:

~~EMT~~

~~EMT-A~~

~~EMT-P (Paramedic)~~

EMT/PCP, EMTA/ICP and EMTP/ACP

[NOTE: It is agreed that, for the duration of the collective agreement, there shall not be more than two (2) operations managers at North East EMS.]

4.02 In view of the fact the owners and two Operations Managers of the Company directly participate in the operations and services, it is understood and agreed that they shall not be restricted from performing the duties of classification recognized as being within the scope of this Agreement.

ARTICLE 6 - NON-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, religion, sex, sexual orientation, marital or family status, receipt of public assistance, or **gender identity**, nor by reason of membership or activity (including the absence thereof) in the Union.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

- (a) Seniority means the number of hours worked, exclusive of overtime, and all hours as set out in Article 10.03 that an employee has accumulated while working from the most recent date the employee commenced employment with North East EMS. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the most recent date of commencement.
- (b) In addition to Article 10.02(a), employees on standby shall be credited with seniority as follows:
 - (i) All call in/back hours (1 for 1)
 - (ii) ~~6~~ 3 Hours on Standby = 1 Hour of Seniority
- (c) In no case shall an employee accumulate annual seniority in excess of 1820 hours.

10.02 Accrual of Seniority

Seniority shall continue to accrue during:

- (a) Sick leave including time on employment insurance sick benefits, Income Replacement Benefits under the *Automobile Accident Insurance Act*, Long Term Disability, or Short-Term Disability.
- (b) Unpaid leaves of absence up to and including one hundred and sixty (160) work hours (approximately equivalent to cumulative leaves totaling four (4) weeks if full time) in a calendar year.
- (c) Hours absent while receiving benefits from the Worker's Compensation Board.
- (d) Temporary out-of-scope positions with the Employer, not to exceed twelve (12) months unless extended by mutual agreement with the union.
- (e) Any paid leave.
- (f) Jury duty and court service.
- (g) Vacation leave (whether paid or unpaid).
- (h) Leave for elected Public Office.
- (i) Union leave, up to the first twelve (12) months.
- (j) All maternity/paternity/adoption/parental leave.
- (k) Education leave, up to the first twelve (12) months.
- (l) If an Employee's hours of work are reduced due to a disability, full-time Employees shall maintain their pre-disability accrual rate.

For casual and part time employees, the calculation of their accrued seniority under the above provisions shall reflect their weekly average, either on the basis of the last 52 weeks (or since the start of their employment if less than 52 weeks have been worked), using the seniority credit calculations outlined in 10.01 above.

10.03 Maintenance of Seniority

Seniority shall be maintained, but not accrue (meaning their date of hire shall be adjusted in full week increments), during:

- (a) Period of lay-off in excess of one (1) month.
- (b) Unpaid leaves of absence over one hundred and sixty (160) work hours in a calendar year (approximately equivalent to cumulative leaves totaling four (4) weeks if full time).
- (c) The probationary period in a permanent out-of-scope position.
- (d) Suspension for discipline
- (e) Period of approved education leave in excess of twelve (12) months to a maximum of twenty-four (24) months.

10.04 Loss of Seniority

An employee shall lose all seniority if the employee:

- (a) Terminates employment;
- (b) Is discharged for cause;
- (c) Fails to return to work immediately following the expiration of a leave of absence (including vacation leaves and other leaves provided for in this Agreement) 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 acceptable to the Employer for failure to report to work;
- (d) Is on layoff from North East EMS for more than twelve (12) months;
- (e) Is a casual employee and has not worked ~~for a period of~~ **for a minimum of eighty (80) hours, including standby hours as calculated in Article 10.01(b)(ii), in the preceding** one hundred and twenty (120) 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.

10.05 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 December 31 of each year. An up-to-date seniority list shall be posted in places accessible to employees by February 1st of each year, with a copy to the Union. The seniority list shall be open for review and correction for a period of thirty (30) days from the date of posting.

ARTICLE 11 - LAYOFF AND RECALLS

11.01 The parties agree to meet whenever any reduction is anticipated, with a view to seeking alternatives to lay-offs.

11.02 Lay-off Defined

(a) A job abolition/elimination, including the abolition/elimination of a part time or casual position

(b) A reduction in the normal hours of work of a permanent, full-time Employee;

(c) A permanent reduction in the weekly hours of work of a part time employee (for four (4) consecutive weeks) or, for a casual employee, **receiving zero (0) hours for who has worked less than eighty (80) hours, including standby hours as calculated in Article 10.01(b)(ii), in the preceding one hundred and twenty (120) days, exclusive of approved leaves of absence, (after which a layoff notice will be issued to the casual employee by the Employer).**

[For clarification purposes, a permanent reduction is when the Employer notifies the part time employee that her hours of work are permanently reduced, or the part time hours are reduced for four consecutive weeks if nothing in writing is provided - four weeks are calendar weeks.]

11.03 Discussion of Implementation

In the event the Employer is contemplating lay-offs, the Union shall be given notice as far as possible in advance of impending lay-offs. Where possible, the Employer shall meet with the Union a minimum of thirty (30) calendar days in advance of employee receiving lay-off notices. Union and Management shall meet to discuss changes to staffing assignments and current programs resulting from layoffs. It is recognized and agreed that both the Union and the Employer have an obligation to ensure that Employees understand their options upon receipt of a layoff notice.

11.04 Senior Employees Retained

When the Employer considers it necessary to reduce staff, the most senior full time and part time employee (s) shall be retained first, and then the most senior casual employee(s), unless it can be demonstrated that the senior employee does not possess the necessary

qualifications, capability and experience to perform the remaining work.

11.05 Notification of Lay-off

The minimum amount of notice shall be twenty-eight (28) calendar days (or the minimum statutory notice, whichever is more), which may be any combination of working notice and pay in lieu of notice. Seniority shall continue to accrue for the part of the notice period during which pay in lieu of notice was provided. The Employer may assign duties other than those normally connected with the classification in question during the period of working notice, provided the work is bargaining unit work.

In calculating pay in lieu of notice for casual and part time employees, the pay in lieu of working notice shall be calculated on the basis of the average weekly hours over the preceding 52 weeks, or since the start of employment, whichever period of time is less.

11.06 Severance Pay

An Employee who is laid off and who chooses to terminate employment will be entitled to receive severance pay in the amount of one week's pay for each 1820 hours worked.

Casual employees shall be automatically terminated if they have ~~received no hours for not worked a minimum of eighty (80) hours, including standby hours as calculated as per Article 10.01(b)(ii), in the preceding~~ one hundred and twenty (120) calendar days, exclusive of approved leaves of absence, and shall be entitled to receive severance pay equivalent to one week's average pay (calculated as the sum of the total hours worked in the preceding 52 weeks, divided by 52).

In the event that a full time or part time employee who has been laid off accepts an offer of re-employment within twelve (12) months of the original date of layoff, the employee must re-pay the severance pay as a condition of being re-hired, on a pro rata basis (e.g. if re-employed nine months later, then 3/12ths or one quarter of the severance must be repaid). At that time, the employee will have their former seniority reinstated. Upon the repayment of severance pay, the seniority list shall be updated and posted to reflect the return of the laid off employee to employment with her reinstated seniority.

11.07 Updated Seniority

When the Employer is affecting a lay-off of an Employee(s), the seniority list posted in accordance with Article 10.05 shall be up-dated and shall be subject to appeal by the Employees for a period of fourteen (14) calendar days from the date the list is posted. This revised seniority list shall be applied to the Employees in the administration of this lay-off article.

The updated seniority list shall include the Employees' accumulated seniority up to and including the date the Employer notifies the union of pending lay-offs in accordance with Article 11.01 or another date mutually agreed to by Union and Management. This seniority cut-off date shall apply to each Employee affected by lay-offs, displacement and placement.

11.08 Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. In order of seniority, employees shall identify and exercise their preferences for future recall. As more junior employees are displaced, they will be added to the pool and ranked in order of seniority.

11.09 Placement into Vacant Position

A laid-off Employee may be placed, by mutual agreement between Union and Management, into a vacant position. The refusal by the Employer to agree to the placement of a laid off employee into a vacant position shall not be grievable.

11.10 Displacement

In the event a reduction in staff becomes necessary, as set out in Article 11.02, the Employee may exercise her seniority by displacing the least senior Employee. [UP]

11.11 Work Resumption

- (a) Laid off Employees shall indicate, in writing, the positions including classification, full-time or part-time, and workplace for which they wish to be considered should a vacancy arise. Vacancies shall be filled in accordance with Article 19. Employees are encouraged to obtain advice from a union representative prior to indicating their preferences in writing.
- (b) If a laid off Employee is successful in her application to a posted position, she shall report for duty as specified in the Letter sent by registered mail to the Employee's last known address. A copy of the Letter will be sent to the Union. Failure to accept the position within fourteen (14) calendar days of issuance of the Letter, and to report for work on the date specified, will automatically cancel the awarding of the position to the Employee. The Employee will then be subject to Article 10.04. The Employer would then award the position in accordance with Article 19.01.
- (c) Laid off Employees shall keep the Employer advised of their current address and telephone number.
- (d) The Employer shall offer all temporary work of less than six (6) months in the following manner:
 - (i) First consideration will be given to qualified part time or casual employees who have the ability to perform the work.
 - (ii) Second consideration will be given to those employees on layoff who possess the necessary qualifications, capability and experience to perform the required work.

11.12 Return After Layoff

- (a) When an employee resumes work after lay-off in the same classification as the position held prior to layoff, the employee shall be paid at the salary step that was being paid at the time of lay-off, and the hours worked prior to lay-off will be credited towards the next increment date.
- (b) When an Employee resumes work after lay-off in a different classification from the position held prior to lay-off, the Employee shall be paid at the step which provides the rate that is less than but closest to her previous rate (if a lower rated classification) or the rate is that higher than but closest to her previous rate (if a higher rated classification)

11.13 Trial Period

Except as mutually agreed between the Employer and the Union, Employees who assume a position in a different classification through placement (Article 11.09) or displacement (Article 11.10) or work resumption (Article 11.11), shall be considered on trial for a period of three (3) months. During this trial period, Employees shall be provided with orientation and such existing in-house training as required to fulfill their new duties. During this trial period the Employee may be returned to lay-off if not considered capable or may request same without further recourse to the bumping procedure.

11.14 Sick and Vacation Credits

When an employee resumes work from lay-off, the employee will retain any accumulated sick leave credits and service toward the calculation of vacation credits existing at time of lay-off.

11.15 Time Limit

Laid off employees can remain on the recall list for up to one (1) year. Thereafter, the employee shall be considered as having been permanently separated from employment.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The standard annual hours of work for full time employees shall be 1820 hours, but any full-time employee shall work an average of 35 hours without triggering the layoff provisions of this Agreement.

12.02 In recognition of the emergency nature of the ambulance business, it is agreed that all employees will respond without undue delay, to any request to return to duty in the event of a major emergency or unforeseen disaster according to the Ambulance Act.

12.03 EMT-P/ACP, EMT-A/ICP, EMT/PCP

- (a) All hours worked in excess of eight (8) hours in a day, or 40 hours in a week shall be paid at overtime rates. The hours of work of an Employee working less than the normal full-time hours all be paid at overtime rates. The hours of work of an employee working less than

the normal fulltime hours may be expanded up the normal hours of work without the payment of overtime.

- (b) When an Employee reaches 140 hours in the monthly rotation the Employer is not obligated to call them in.
- (c) **Except for the daily overtime rules or where otherwise specified in the agreement, all weekly overtime will be calculated on the basis of hours worked in excess of 160 hours over a four-week period (in accordance with the schedule rotation which aligns with the pay), except for casual or part-time Employees working hours which are not part of their scheduled rotation.**

Casual or part-time Employees working hours which are not part of their scheduled rotation will not have those hours averaged and will follow Article 12.03(a).

- (d) When an employee is called out for duty during a scheduled day off or on a statutory holiday, she shall be entitled to pay for a minimum of three (3) hours or for the actual hours worked, whichever is greater, at the applicable hourly rate. The called-out employee must remain actively at work for the three-hour period, unless the employee requests and is granted permission to return home (and the employee's pay will be adjusted accordingly).
- (e) When an employee begins a shift on a scheduled work day and that shift extends into a scheduled day off, the time worked on the scheduled day off shall be paid as overtime at the rate of time and one half (1 ½) the employee's regular rate.
- (f) When an employee is being paid overtime rates at the time the shift is scheduled to end, and the shift extends into a scheduled day off, the shift shall be paid at two times (2x) the regular rate of pay.
- (g) All Zulu shifts shall be paid a minimum of six (6) floating hours at the applicable rate. All Tango 3 shifts shall be paid a minimum of three (3) floating hours at the applicable rate.
- (h) Each day paid for sick leave, annual vacation, statutory holiday and paid leave of absence shall be considered a shift worked.
- (i) Employees shall be paid for all time worked.
- (j) The existing scheduling practice can be changed or modified during the term of this agreement at any time upon the provision of three (3) months' notice to the Union.

12.04 (a) Overtime will be payable at a rate of one and a half (1½) times the regular rate of pay.

- (b) **An employee will receive double time overtime after actively working 14 consecutive hours or after actively working 14 hours in a day. Unworked floating hours and statutory holiday hours will not be considered as time worked for the purposes of double overtime calculations. This provision will not affect Article 14.04.**

12.05 Scheduling of Work

- (a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to employees.
- (b) Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance.
- (c) Where deviation from the posted and confirmed schedule results from employee-initiated changes or where there is mutual agreement with the employee(s) and the Supervisor, such changes shall not be subject to overtime provisions unless overtime would have been paid irrespective of the change.
- (d) Employees shall be entitled to trade shifts provided it does not interfere with patient care, subject to the approval of their supervisor. The Employee trading the shift shall provide notice at least five (5) calendar days before the ~~posting of the next schedule shift to be traded~~ to the on-duty supervisor of the trade. Supervisors may approve the shift trade with less notice where circumstances warrant. In no case shall a shift trade result in overtime that would not have been otherwise required to be paid (but for the impact of the shift trade).
- (e) When an employee is directed by the Employer to change their shift from the posted and confirmed schedule on ~~twenty-four (24)~~ **forty-eight (48) hours** or less notice from the commencement of the changed shift, the employee shall be paid overtime for the changed shift. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the overtime rate shall only be paid for the first three (3) hours on each shift so changed.
- (f) **For the purposes of call-ins, the distance that an employee lives from the work location will be a valid consideration. (For example, for calls that require a six-minute response time, the Employer will not be obligated to call a staff member who resides so far away from base so as to not allow her to be able to respond within the six minutes.)**

~~For the purposes of emergency calls, the distance that an employee lives from the work location will be a consideration. For example, many call-outs require a six minute response time. Therefore, there will be no obligation to call in employees who has chosen to live a significant distance away from the Nipawin and Carrot River communities, resulting in their lack of availability for emergency calls or call ins on short notice (e.g when another employee calls in sick).~~

- (g) Scheduling of work for casual employees will be on an equitable rotation basis, subject to each employee's consistent availability ~~and satisfactory work performance.~~ **Supervisors can be called whenever required by the Employer, regardless of their placement in the rotation.**

12.06 Rest and Meal Periods

- (a) The current practice of rest and meal periods shall continue for the duration of the collective agreement, unless there are significant changes to the scheduling practices. In that case, the Union and the Management shall meet so that the impact of the changes on the rest and meal periods

can be explained and understood. The current practice is that employees receive two 15-minute paid rest periods and one 30-minute paid meal break when they are actively working. If employees are working additional hours, they will be granted additional breaks. It is understood that rest breaks will be taken when they do not interfere with the delivery of service to patients.

(b) If a paid break is interrupted as the result of conducting business on behalf of the Employer, the Employee shall be entitled to take the full paid break once the business has been concluded.

12.07 Shift Premiums

(a) Evening/Night Premium

Any Employee working within the hours of 1701 and 0759 hours, shall be paid at their regular hourly rate (as per Article 12 of this agreement) plus a shift premium of ~~two dollars and ten cents (\$2.10)~~ two dollars and seventy-five (\$2.75) an hour.

(b) Weekend Premium

Any Employee working between 0001 Saturday and 0001 hours Monday shall be paid at their regular hourly rate (as per Article 12 of this agreement) plus a weekend premium of ~~one dollar and 80 cents (\$1.80)~~ two dollars and twenty-five cents (\$2.25) an hour. This premium will be payable even if an employee is eligible for the evening/night premium, but will not be payable if the employee is being paid at overtime rates.

12.08 Allocation of Additional Work

Allocation of additional work will be offered to Casual and Part Time Employees first. If the shift cannot be filled with a Casual or Part Time Employee, then the shift will be offered to a Full Time Employee. When offering shifts to a Casual Employee or Part Time Employee the Employer will utilize a list of these Employees showing the employee's seniority ranking. Once a shift has been offered to an Employee (whether it is accepted or declined), that Employee will move to the bottom of the list. The same method will be followed when offering shifts to Full Time Employees. The Employer shall maintain a log of the names and times to confirm when employees were called.

12.09 Minimum Report Time

(a) Any employee reporting to work shall be paid not less than three (3) hours at the appropriate rate of pay and shall remain actively at work for the duration of the minimum period.

12.10 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the Union and the Employer.

12.11 Standby

- (a) Employees shall not be assigned standby on scheduled days off, unless mutually agreed to between Employer and Employee.
- (b) Regular workday standby rates will be paid and rates of pay as per this agreement will apply if called in.
- (c) Standby rates will be paid as follows:
 - ~~\$3.25~~ ~~\$2.19~~ per hour for each hour on standby for full-time employees; \$5.00 for each hour on standby for part-time and casual employees.
 - **Full-time employees assigned standby on their days off or on a Public Holiday will be paid four dollars and twenty-five cents (\$4.25) for each hour on standby.**
 - This payment will not be paid during hours in which the employee is called in to work and is receiving regular or overtime pay.
- (d) Employees will not be scheduled for standby for more than six (6) consecutive twenty-four (24) hour days, unless mutually agreed to between the Employer and the Employee.

12.12 Overtime can be taken by the employee as time in lieu by mutual agreement between the Employee and the Employer's ~~Supervisor~~ **Manager**.

12.13 Cancelled Calls

- (a) When an employee is dispatched to respond to a call and that call is subsequently cancelled prior to the 10-8 time, the employee shall be paid for a minimum of three (3) hours at the applicable rate as per the current Provincial Minimum Wage. Employees shall not be required to remain at the base.
- (b) When an employee is dispatched to respond to a call and that call is subsequently cancelled after the 10-8 time, the employee shall be paid a minimum of 2 hours at the appropriate rate as per Article 12 of this agreement. Employees shall be required to stay at the base for the two (2) hour period.

12.14 **An Employee designated by the Employer as a Supervisor shall receive fifty (50) dollars per 24-hour period when listed as supervisor on the schedule. This premium shall recognize the additional duties for a supervisor, such as receiving phone calls from Dispatch about crew deployment for transfers and occasional phone calls from Employees about scheduling and operational issues.**

ARTICLE 16 - LEAVES OF ABSENCE

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

16.02 Request for Leave of Absence

Except in Extenuating Circumstances

- (a) All requests for leaves of absence are subject to operational needs, must be submitted in writing at least twenty-one (21) days in advance to the immediate supervisor (except in cases of pressing necessity and bereavement leave), and shall include dates of commencement and return.
- (b) Requests to extend the leave will be submitted a minimum of twenty-one (21) days in advance of the previously agreed upon date of return.
- (c) Requests to reduce the length of leave will be submitted a minimum of twenty-one (21) days in advance of the new date of return.

16.03 Should a leave of absence request be denied by the Employer, the Employee may request that the reasons for the denial be provided in writing.

16.04 Pressing Necessity

An Employee shall be granted leave without pay for pressing necessity. Pressing necessity shall be defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the immediate attention of the Employee. The Employer reserves the right to request documentation to support the leave request.

The Employee may elect to use any entitlement to time off such as vacation, public holiday or earned time to replace the loss of pay associated with unpaid leave.

16.05 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 as follows:

- (a) Up to four (4) work days in the event of the death of the spouse, mother, father, brother, sister, son or daughter.
- (b) Up to two (2) work days in the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-- in-law, or someone with whom they have an equivalent relationship.
- (c) Employees who have to travel five hundred (500) kilometers or more one way to attend a funeral or other family responsibilities related to 16.05, shall be granted an additional one (1) day off without loss of pay.
- (d) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.
- (e) The preceding entitlement to paid days off cannot be combined in the case of more than one death at the same time - the longest entitlement shall apply. In addition, the employee

may request vacation, earned time or public holiday pay to replace the loss of pay of any additional and unpaid days of leave approved for this purpose.

16.06 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 approved conferences, workshops, seminars or professional meetings covering job-related topics. 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 and should be included with any request from an employee for an educational leave of absence.
- (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 educational session or meeting shall be paid by the Employer.
- (c) **The Employer may periodically offer optional educational, informational or therapy programs or classes. Attendance will be optional and without pay. Employees declining to attend these sessions will not be negatively impacted in any way. No pay shall be provided for CME credits. Employees will be given the opportunity to complete training to obtain CME credits while on work time.**
- (d) Attending education as required by Saskatchewan Health or the Saskatchewan College of Paramedics shall be paid their straight time hourly rate to a maximum of ~~three (3)~~ **eight (8)** hours for each education unless the employee is already scheduled to be at the disposal of the Employer during the hours of the education session. The employee's attendance shall be subject to the Employer's approval. Those employees approved to attend education who are currently scheduled to be at the disposal of the Employer during the education session shall be paid their regular hourly ~~or standby~~ rates. **Employees will be given the opportunity to take on-line education at work while on shift to complete training required by the Collage of Paramedics to maintain their licensure. Emergency calls and transfers without delay will always take priority over on-line education.**
- (e) The Employer will make arrangements for the following certification and re- certification programs (where applicable), ACLS, ITLS, CPR/AED, NRP, EMO, Car Seat Clinics and PALS/NALS/PEPP and any other specific certification and re- certification programs deemed mandatory by the Employer. If the employee is scheduled to work on the day they are in training, they will be paid at their regular rate of pay.

Employees shall be required to possess and maintain a valid Operator's Driving License recognized in Saskatchewan, with valid endorsements, and the following certification and re-certification programs, ACLS, ITLS, CPR/AED, and PALS/NALS/PEPP and any other specific certification and re-certification programs deemed mandatory by the Employer, the

Saskatchewan College of Paramedics or applicable legislation.

In order to retain their employment, employees shall be responsible for immediately advising the Employer of restrictions placed on their Operator's License, or of the loss of such license, or the failure to maintain any of the active certifications as required above. It is understood and agreed that the loss of a valid driving Saskatchewan Operator's License, with valid endorsements, as well as any of the other certifications listed above, will constitute just cause for immediate termination of employment, subject to the requirements of reasonable accommodation pursuant to the Saskatchewan Human Rights Code.

- (f) Employees who wish to pursue educational opportunities that require an absence from work in excess of one month, must apply for a leave of absence. The employee's increment date will not change as a consequence of an educational leave of absence.
- (g) The payment for any courses, as permitted above, will in no circumstance directly result in the payment of overtime to an employee. Paid education hours will not accrue seniority or be considered as time worked.**
- (h) Where education is provided locally or at a lower cost, the Employer may restrict its approval to locally provided or lower-cost education.**

16.07 Maternity/Paternity/Adoption Leave

An employee who is expecting the birth or adoption of a child shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of eligibility. Except in extenuating circumstances, the notice shall be submitted in writing ~~twenty-one (21)~~ **twenty-eight (28)** days in advance of the leave and shall specify the probable date of commencement and the anticipated length of leave.

The following conditions shall apply:

- (a) Leave of Absence for maternity/paternity/adoption shall be for up to ~~twelve (12)~~ **eighteen (18)** months as requested by the employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (b) 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 11: Layoff and Recall.
- (c) Notice of intention to return to work or request for a change of the length of the leave of absence, must be forwarded to the Employer twenty-eight **(28)** days prior to the expiration of the leave. The employee shall be entitled to one (1) extension of the said leave. However, the entire length of such leave of absence shall not exceed ~~twelve (12)~~ **eighteen (18)** months.
- (d) An Employee shall have access to sick leave credits as per Article 24 prior to the commencement

of the maternity/paternity/ adoption leave.

- (e) **Full-time Employees seniority will continue to accrue as if there were working. Less than full time Employees will accrue seniority based on the average weekly hours they had earned in the previous 52 weeks or earned from the commencement of work if they have not worked 52 weeks.**

16.08 Parental Leave

- (a) An employee shall be granted unpaid parental leave in accordance with provincial labour standards legislation, upon providing the Employer with ~~twenty-one (21)~~ **twenty-eight** days' notice. Unless otherwise mutually agreed between the Employer and the Employee, parental leave must be fully taken within one (1) year from the date when the child comes into the Employee's care.
- (b) Upon return from such leave, the employee will resume employment in the same position or in a comparable position and at the same step and range of pay occupied prior to the granting of such leave.
- (c) The employee shall give the Employer twenty-eight (28) days' written notice of intention to return to work or twenty-eight (28) days' written notice if the intention is to return to work from the leave early.
- (d) **Full-time Employees will continue to accrue seniority as if they were working. Less than full time Employees will accrue seniority based on the average weekly hours they had earned in the previous 52 weeks or earned from the commencement of work if they have not worked 52 weeks.**

16.09 Service Leave

On request, employees with four or more years of service may, on only one occasion per fiscal year, be granted up to four (4) weeks of unpaid leave of absence without loss of benefits, at the sole discretion of the Company.

16.10 Jury and Court Leave

- (a) An employee subpoenaed as a Crown witness for court or for jury duty during scheduled work time shall be paid their normal wages as if they worked for the time spent in Court, for all purposes. If the jury leave is at a time when she is not scheduled to work, the employee will bank this amount of time at regular rates for taking off at a time mutually agreed with the Company. Paid or banked time as a result of jury duty shall not exceed four (4) weeks per calendar year.
- (b) 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 twelve (12) hours in any 24-hour period.

- (c) Employees called in for court duty associated with the Employee's regular duties during their vacation period or public holiday will be granted an additional vacation day or statutory holiday for each day required to appear in court and receive her regular rate of pay for the time spent at court each day, to a maximum of one day's wages. All money received by the Employee from the court, except for travel, meal and other expenses, shall be remitted to North- East EMS.
- (d) The Company shall grant leave with pay to an employee for the period of time he is required to appear before court, judge, magistrate, coroner, or peace officer as a defendant or witness, where the requirement to appear is a direct result of the performance of their regular duties of the Company.

16.11 Maintenance of Benefits and Seniority While on Leave

- (a) 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 salary increment date will be established. In the instances of maternity, paternity, adoption and parental leave, the Employee shall maintain her increment date for up to twelve (12) months while on leave. Prior to commencement of the leave, the Employer shall inform Employees of their options, where applicable, to continue Group Life Insurance, Long Term Disability, Short Term Disability, Extended Health, and Dental coverage during their leave.
- (b) For Part Time and Casual Employees, their increment date shall be maintained on a pro rata basis calculated on their paid hours over the previous fifty-two (52) weeks, or length of employment if less than fifty-two (52) weeks.

Additionally, for Part Time and Casual Employees, the hours paid for standby over the previous fifty-two (52) weeks, or length of employment if less than fifty-two (52) weeks, shall be divided by ~~6~~ **3** and be included in the maintenance of the increment date.

16.12 Leave for Union Business

The Employer shall grant up to three (3) employees time off without pay for collective bargaining associated with achieving a renewal collective agreement. The Employer shall grant one (1) employee time off without pay for union business to a maximum total of three (3) days per calendar year. The Employer agrees to continue to pay normal salary and benefits to the employee(s) selected to attend collective bargaining or 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 receipt of the billing.

16.13 **Family Responsibility Leave**

- (a) An Employee may be granted leave of absence with pay to attend to a family member 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, or
- Unpredictable, or
- 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.

- (a) Full-time Employees shall earn family responsibility leave credits at the rate of 1.4 hours per month to a maximum of two (2) days (i.e. 16 hours). Part time Employees shall earn family responsibility leave credits, prorated based on paid hours. Casual employees and probationary employees are not eligible for family leave. Upon successful completion of probation, a full-time or part-time employee will be credited with family responsibility leave credits earned during probation.

16.14 Medical Leave

- (a) An employee who is unable to make the necessary arrangements for the employee's medical appointments with a physician, dentist or a medical laboratory outside of scheduled work time, shall be granted time off with pay. The paid time off shall not exceed sixteen hours.
- (b) Full-time Employees shall earn medical leave credits at the rate of 1.4 hours per month to a maximum of two (2) days (i.e. 16 hours). Part time Employees shall earn medical leave credits, prorated based on paid hours. Casual employees and probationary employees are not eligible for medical leave. Upon successful completion of probation, eligible employees will be credited with medical leave credits earned during probation.

ARTICLE 18 – GENERAL PROVISIONS

- 18.01 A bulletin 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. All postings must first be approved by the General Manager to ensure that no offensive, defamatory, or indecent material is posted thereon.
- 18.02 All routine maintenance and cleaning of vehicles and equipment are the responsibility of the duty crew.
- 18.03 Saskatchewan College of Paramedics: The Company will 'top up' reimbursement from other sources to a maximum reimbursement from all sources to 55% of the license fee levied by the Saskatchewan College of Paramedics within 31 days of their submission to the Employer of proof of payment.

Commencing with the 2021 license fee levied by the Saskatchewan College of Paramedics, the maximum reimbursement from all sources will be 100% of the license fee.

Where an Employee works for another Employer, before any request for reimbursement will be considered, the Employee shall first submit a request for reimbursement to her other employer and provide both proof of the request for reimbursement and proof of any reimbursement

received. In accordance with Article 10.04e, 11.02c and 11.06, Employees must have worked over 80 seniority hours in the 4 months prior to SCoP deadline of December 1, with the exception of employees who commenced employment on or following August 1 of that year, who will be eligible for reimbursement.

18.04 Personal cell phones

Employees shall have the right to use personal cell phones provided such use does not interfere with service or pose a risk to employee or patient safety.

18.05 AM/FM Radio

Employees shall be entitled to listen to the radio while driving, provided the volume is at an appropriate level so as not to interfere with on-board communication or patient monitoring devices and provided there are no patients present.

18.06 Employees shall be entitled to book medical appointments which will occur during a standby shift provide that it does not interfere with the ability to respond within the prescribed time limits, or with their availability to handle scheduled business activities (e.g. school presentation, etc.).

ARTICLE 21 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

21.01 Hotel: Actual and reasonable charges supported by a receipt. Employees required to stay overnight on a transfer and who choose to stay in a private residence instead of a hotel shall receive \$30.00 per night.

21.02 Reimbursement for Meal Expenses

Meals: The Employer will compensate employees for meals when they are working outside the service area of North East EMS by paying ~~twelve (\$12)~~ **fifteen (\$15.00)** dollars per meal after five (5) hours and for every five (5) hours thereafter **with no receipt required**. Where a meal is provided to an employee while attending to business, no reimbursement will be provided for that meal.

21.03 Vehicle Allowance

(a) When employees are required to use their private vehicle for work-related training, not including travel to and from their assigned place of employment (i.e. Nipawin and/or Carrot River), they will be reimbursed at a rate of ~~thirty-seven (\$0.37)~~ **forty-nine cents (\$0.49)** per kilometer. Employees, whether driving or a passenger, will be paid the travel rate of \$15 per hour for all time spent driving to the training.

(b) The Employer may review and adjust the mileage rate from time to time, to reflect changes in vehicle operating costs and government mileage rates, with the understanding that the mileage rate will not be placed below ~~thirty-seven (\$0.37)~~ **forty-nine cents (\$0.49)** per kilometer.

(c) Employees who are required to travel to the Carrot River base shall be paid a flat rate of ~~\$18.00~~ \$25.00 per round trip, plus their standby rate for time driving while on shift.

21.04 Expenses will be reimbursed within two (2) weeks from the date which they are submitted with an explanation of the expense payment.

21.05 Carrot River Coverage/Home Community

Employees called away from their scheduled base shall be paid at regular rates for all hours spent away from the base as per Article 12 to a maximum of three (3) hours, and shall not be included for the purpose of the calculation of overtime.

ARTICLE 23 - UNIFORMS

23.01 The Employer will furnish and repair, without charge, uniforms which the Employer requires an employee to wear.

23.02 In addition, the following clothing items shall be provided and paid for by the Employer for each EMS employee. Clothing shall be sized to fit each employee with the cost of alterations paid for by the Employer. Replacement will be supplied for any item that becomes fatigued or is destroyed during use on company business:

- Shirts (minimum of three (3) sets)
- pants or coveralls (minimum of three (3) sets)
- three (3) T-shirts
- three (3) long sleeve T-shirts
- outerwear appropriate for the season and conditions
- safety eyewear (in vehicles)
- other items that might be required by the Employer or by provincial regulations.
- The Employer will issue each employee a name tag to wear on their uniform, to be replaced as needed.
- One service belt with belt loop for portable radio will be provided to each employee.
- Properly fitting winter apparel consisting of a jacket, pair of gloves, ski pants, and a winter hat will be provided to each employee.

23.03 Employees will be paid ~~one hundred and fifty dollars (\$150)~~ three hundred dollars (\$300.00) every two (2) years to go toward the purchase of boots. Employees will have to provide receipts ~~or produce worn boots~~ to be eligible for this reimbursement. New employees are eligible for this amount upon completion of the probationary period.

23.04 The Employer shall make available a sufficient number of raincoats, of various sizes, and gloves for hand protection, unless the Employee habitually loses the provided gloves (in which case the Employee is responsible for their replacement).

23.05 When an Employee leaves employment, all items of clothing, with the exception of footwear, shall be returned to the Employer in clean condition.

ARTICLE 25 - BENEFITS

25.01 Group Benefits

The Employer agrees to continue to make available the following benefits, in accordance with its policies as amended from time to time, to employees covered by this agreement:

- a) Group Life Insurance (including optional and dependent life coverage)
- b) Short-term Disability
- c) Long-term Disability
- d) Extended Health Services Plan (including prescription drugs, vision care, and dental care)
- e) Accidental Death & Dismemberment
- f) Critical Disease Insurance

Casual ~~and part-time~~ employees are not eligible for short-term & long-term disability and critical incident insurance, but they will receive prorated benefits at the current levels once they become eligible. In order for casual employees to be eligible for the other benefits listed above, they must work an average of twenty (20) hours per week in order to receive benefits for the following calendar year.

The benefit plan will be and remain as effective as of July 1, 2020 and no significant changes to the provisions or insurer of the benefits plan shall be made during the term of this Collective Agreement, and the Employer shall notify the Union prior to making any changes to the plan, or without delay in the event that the plan provider makes any changes to the plan.

25.02 Pension Plan

The Employer will continue its current policy of matching full-time employee contributions to RRSPs, to a maximum of 1.12% of employee contributions to a maximum of 4% of earnings. ~~Effective the date of ratification,~~ Part time employees will be eligible to participate in the matching RRSP program to a maximum of 2% of part time earnings.

ARTICLE 26 - WAGES

This Agreement shall follow the ~~provincial~~ SAHO/HSAS Provincial Bargaining Agreement in terms of the wage table. **For the PCP and ICP classifications, the Step 1 and Step 7 rates shall be the Market Supplement rates from the applicable year in the SAHO/HSAS Provincial Bargaining Agreement (with the intervening steps prorated). For the ACP classification, the Step 1 and Step 7 rates shall be the New Market Adjustment rates from the applicable year in the SAHO/HSAS Provincial Bargaining Agreement (with the intervening steps prorated).**

Wage Rates – Effective April 1st, 2012 All levels All Employees

Positions

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| EMT | \$25.18 | \$25.58 | \$26.10 | \$26.96 | \$27.97 | \$29.18 | \$30.77 |
| EMTA | \$27.19 | \$27.63 | \$28.21 | \$29.14 | \$30.24 | \$31.53 | \$33.24 |
| EMTP | \$30.80 | \$31.43 | \$32.21 | \$33.28 | \$34.82 | \$35.71 | \$37.62 |

WAGE SCHEDULE -- NORTH EAST EMS WAGE SCALES

Hourly Wage Rates

April 1st 2020* (ACP New Market Adjustment rates are effective August 30, 2020)**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PCP | 28.34 | 28.77 | 29.35 | 30.29 | 31.41 | 32.73 | 34.66 |
| ICP | 30.61 | 31.07 | 31.69 | 32.70 | 33.91 | 35.33 | 37.43 |
| ACP* | 33.42 | 33.93 | 34.60 | 35.71 | 37.03 | 38.59 | 40.83 |
| ACP** | 34.61 | 35.13 | 35.83 | 36.98 | 38.35 | 39.96 | 42.28 |

April 1st 2021

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PCP | 28.86 | 29.29 | 29.88 | 30.84 | 31.98 | 33.32 | 35.28 |
| ICP | 31.16 | 31.63 | 32.26 | 33.29 | 34.52 | 35.97 | 38.11 |
| ACP | 35.20 | 35.73 | 36.44 | 37.61 | 39.00 | 40.64 | 43.01 |

April 1st 2022

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PCP | 29.38 | 29.82 | 30.42 | 31.39 | 32.55 | 33.92 | 35.92 |
| ICP | 31.73 | 32.21 | 32.85 | 33.90 | 35.15 | 36.63 | 38.79 |
| ACP | 35.81 | 36.35 | 37.08 | 38.27 | 39.69 | 41.36 | 43.75 |

April 1st 2023

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PCP | 29.91 | 30.36 | 30.97 | 31.96 | 33.14 | 34.53 | 36.57 |
| ICP | 32.30 | 32.78 | 33.44 | 34.51 | 35.79 | 37.29 | 39.50 |
| ACP | 36.43 | 36.98 | 37.72 | 38.93 | 40.37 | 42.07 | 44.51 |

Retroactivity

North East EMS shall pay the market supplement rates for the PCP and ICP classifications, retroactive to April 12, 2019 for all employees or former employees on staff at any time between April 12, 2019 and the date of ratification, using the rates set out in the SAHO collective agreement covering the same time periods (adjusted to reflect the 7-step structure at North East EMS).

North East EMS shall pay the market supplement rates for the PCP and ICP classifications, retroactive for the period from July 15, 2014, to April 12, 2019 for all employees on staff as of April 12, 2019, using the rates set out in the SAHO collective agreement covering the same time periods (adjusted to reflect the 7-step structure at North East EMS). In all circumstances, the Step 1 and Step 7 rates (with the intermediate steps prorated) in the wage scales for employees covered by this agreement shall be the applicable Step 1 and Step 5 rates set out in the SAHO collective agreement. The retroactivity payments in this paragraph and the preceding paragraphs are recognized as a compromised settlement, in full and final satisfaction of any claims arising out of the August 6, 2020 Award of Dan Ish, QC.

For the ACP classification, retroactive wage increase payments shall be paid based on the applicable wage rates found in the 2020 Wage Schedule above.

When increases occur in the SAHO/HSAS Provincial Agreement the Employer will immediately increase the rates paid under this Agreement retroactively for all Employees to the date the increase was made in the SAHO/HSAS Provincial Bargaining Agreement. In the event that receipt of funding from the SHA is delayed for the SAHO/HSAS Provincial Agreement negotiated increases, after providing written notice to the Union, the Employer may defer implementation of such increase(s) by a period not to exceed 90 calendar days, but in such event will, after 90 calendar days, implement the increase(s) and pay to all employees any applicable retroactive amounts owed. For clarification, this will apply to increases to hourly wages, weekend premiums, evening premiums and stand-by rates.

~~Effective Sunday after Date of Ratification:~~

~~The Employer will adjust the Step 1 and Step 7 wage rates (with Steps 2-6 prorated), to reflect the wage rates established in the SAHO/HSAS collective agreement covering the years covered by this Agreement.~~

~~It is understood and agreed that employees who are below the revised Step 1 rates will receive retroactive wages to April 1, 2009.~~

~~All eligible staff shall be paid their retroactive adjustments based on paid hours back to August 11, 2011 until date of contract ratification, including weekend premiums, evening premiums, stand by rates, as per the HSAS/SAHO agreement.~~

~~All employees shall receive retroactivity back to January 1, 2013 at the applicable wage step above Step 1 based on accrual of seniority hours from December 17th 2010. Employees shall be credited with full seniority hours from December 17, 2010 for purposes of their ongoing placement on the appropriate step on the above wage scale, effective Sunday after Date of Ratification.~~

~~For Future HSAS/SAHO Agreements:~~

~~Retroactivity payments for employees below the revised Step 1 rates in the future HSAS/SAHO Agreements falling within the term of this Agreement shall be paid to eligible employees within sixty (60) calendar days following the receipt of such funding from the Kelsey Trail Health Region.~~

ARTICLE 27 – SPECIAL PROVISIONS FOR WAGES AND RETENTION

~~To ensure North East EMS employees in the positions of EMT, EMTA and EMTP are paid comparable wages as those enjoyed by EMTs, EMTAs and EMTPs covered by any subsequent provincial SAHO agreements, the Employer will adjust the following, within 60 calendar days following the receipt of funding from the Kelsey Trail Health Region. These adjustments will be placed onto the above wage scale, with retroactivity for those employees who were below the revised Step 1 rates (subject to retroactive funding from the health region, which has historically been provided):~~

- ~~(a) — The hourly wages;~~
- ~~(b) — Weekend premiums;~~
- ~~(c) — Evening premiums;~~
- ~~(d) — Stand-by Rates~~

Letter of Understanding - Cumberland House

LETTER OF UNDERSTANDING
BETWEEN
HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN (HSAS)
AND
NORTH EAST EMS

SPECIAL PROVISIONS GOVERNING CUMBERLAND HOUSE

The parties hereby agree to the implementation of Special Provisions for employees assigned to provide medical care services in Cumberland House, which shall not apply to employees when they are working at other locations. [Upon ratification, the Union will withdraw any outstanding grievances regarding Cumberland House working conditions.]

Employees of North East EMS shall be entitled to the following benefits and working conditions that will apply to their time spent working at Cumberland House:

1) Travel to and from Cumberland House

An employee who is scheduled to work in Cumberland House shall be paid for two (2) hours straight time for travel to Cumberland House, at the start and end of their assigned time spent in Cumberland House. Travel time shall be included in their float hours. Two (2) hours will be paid at regular time, or at the overtime rate of time and a half if the hours of a Tango 2 shift exceed eight (8) hours. If the actual travel time is more than two hours for whatever reason, the travel time will not be adjusted. There will be no separate reimbursement of any travel expenses should an employee choose to take a separate vehicle to travel in.

2) Shift Assignment and Special Pay Arrangements for Employees:

The provisions set out in Article 12 – Hours of Work and Overtime are amended as set out below.

- a) ACP/EMTP employees will work a floating 12-hour regular day and 12 hours standby. Overtime will be paid after a total of 12 hours worked in any given 24-hour scheduled day. Article 12.03(a) will not apply to these shifts. If two ACPs are scheduled to work at the same time, only one will be assigned to work the ACP schedule off a floating 12-hour day with 12 hours of standby.
- b) PCP/EMT employees, and ACPs not in the ACP position in (a) above, will be paid a floating 8-hour shift, and 16 hours standby. Overtime will be paid after a total of 8 hours worked in any given 24-hour scheduled day. Article 12.03(c) will apply to these shifts.
- c) Total scheduled time will average more than a 40-hour week, since the scheduled days off are increased as well. This will not trigger accumulated weekly overtime during their work schedule in Cumberland House. Overtime will only be paid on a daily basis during the work week for all employees working at Cumberland House (over 12 hours for full time ACP/EMTP and over 8 hours for PCP/EMT). Article 12.03(a) will not apply, but the four-week two-pay-period averaging language in Article 12.03(c) will apply.
- d) The shift rotation for full time ACP/EMTP employees who work in these positions will be a floating 12-hour regular day and 12 hours standby in Cumberland House and an 8-hour regular day, and 16 hours standby in Nipawin. This schedule will follow the annual work hours in Article 12 - Hours of Work and Overtime except as modified herein. Staff will commence their 12-hour regular shift and 12 hours of standby in Cumberland House and their 8-hour regular shift and 16 hours of standby in Nipawin at the time determined by management. The scheduled shifts and shift rotation may be adjusted with 2 weeks' notice to the affected employees.
- e) Standby rates for Employees will be paid in accordance with Article 12 – Hours of Work and Overtime, except as modified herein. For shifts worked in Cumberland House, Article 21 (Allowances, Differentials and Other Expenses) will not apply.
- f) The work schedule and assigned responsibilities for full time ACP/EMTP employees in Cumberland House shall reflect the Saskatchewan Health Authority work standard for the Cumberland House Health Centre, as amended from time to time.
- g) Any call-outs in the ambulance will receive three (3) hours of call-out pay. If there are two or more call-outs completed within a three-hour period, only one three-hour call-out will be paid. Calls in progress beyond the three-hour period will thereafter continue to be paid at the applicable wage rates. These are considered as float hours. Once float hours have been exhausted, overtime rates will apply.
- h) Any call-outs into the clinic shall receive pay for one (1) hour or the time actually spent in the clinic, whichever is greater. These are considered as float hours. Once float hours have been exhausted, overtime rates will apply. The general call-out provisions in the re-numbered Article 12.03(d) [formerly subclause (c)] do not apply.
- i) An employee who is working in Cumberland House at the time, and who has been designated by the Employer to receive work-related phone calls after the end of her shift, shall be paid for

thirty (30) minutes for each such phone call received to a maximum of ninety (90) minutes in a twenty-four (24) hour period, provided that the phone call was forwarded through dispatch from a 911 call. If the call turns into a call-out, then the employee will be entitled to call-out pay rather than the phone call pay.

- j) Employees scheduled to work at Cumberland House will be entitled to receive one (1) hour of pay each day for checks and other required base duties, including on weekends, statutory holidays and when the clinic is closed. This hour is always to be included in the float. During the week, the checks are to be done during the time when the clinic is open.
- 3) The Employer will provide the appropriate letter to the employees who work at Cumberland House to assist those employees who wish to apply for the northern work tax credit.
- 4) All other articles of the NEEMS/HSAS Collective agreement shall apply except as provided for herein.
- 5) In the event that the Parties mutually agree to end the practices outlined above either as a result of negotiation or arbitration, employees will have their schedule adjusted to the new schedule determined solely by the Employer in an orderly process implemented within a reasonable period of time.
- 6) North East EMS agrees to voluntarily recognize HSAS as the representative for any employee of North East EMS who only works at Cumberland House and at no other location.

Renew: Letter of Understanding re: policies and date and implement effective as of ratification.