

COLLECTIVE AGREEMENT

BETWEEN

CRESTVUE AMBULANCE
SERVICES LTD.

AND

HEALTH SCIENCES
ASSOCIATION OF
SASKATCHEWAN

MAY 20, 2015 TO MAY 19, 2026



Health Sciences
Association of
Saskatchewan

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TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 - DEFINITIONS.....	3
ARTICLE 2 - SCOPE.....	5
ARTICLE 3 - UNION RECOGNITION	5
ARTICLE 4 - UNION SECURITY.....	5
ARTICLE 5 - NO DISCRIMINATION	6
ARTICLE 6 - MANAGEMENT RIGHTS	7
ARTICLE 7 - DISCIPLINE.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 - SENIORITY	10
ARTICLE 10 - LEAVE OF ABSENCE	13
ARTICLE 11 - SICK LEAVE	18
ARTICLE 12 - VACATION	19
ARTICLE 13 - PUBLIC HOLIDAYS.....	22
ARTICLE 14 - HOURS OF WORK	23
ARTICLE 15 - GUIDELINES FOR ALLOCATION OF ADDITIONAL WORK.....	28
ARTICLE 16 - VOLUNTARY REDUCTION OF HOURS OF WORK	28
ARTICLE 17 - SALARY PROVISIONS	28
ARTICLE 18 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS	30
ARTICLE 19 - CLASSIFICATIONS AND VACANCIES	32
ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY	34
ARTICLE 21 - PERSONNEL FILE.....	36
ARTICLE 22 - GENERAL PROVISIONS.....	37
ARTICLE 23 - LAY-OFF AND WORK RESUMPTION.....	38
ARTICLE 24 - EMPLOYEE BENEFIT PLAN	41
ARTICLE 25 - SPECIAL PROVISIONS FOR WAGES AND RETENTION	41
ARTICLE 26 - DURATION AND RENEWAL OF AGREEMENT	42
SIGNING PAGE.....	52

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 within the Saskatchewan 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 bargaining 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 they 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 Collective Bargaining 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

Collective Bargaining 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 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.
- 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 Collective Bargaining Agreement shall be construed as referring to individuals of either gender.
- 1.13 "Union" shall mean the Health Sciences Association of Saskatchewan (HSAS).

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 Collective Bargaining 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 membership in the Union as a condition of employment, and every new Employee whose employment commences hereafter shall, within thirty **(30)** days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of 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 an Employee, the Employer shall deduct initiation fees, assessments and monthly dues from the wages of each Employee covered by this Collective Bargaining 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 **fifteenth** (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) **Employee type (e.g., FT, PT, Casual);**
- (4) **Employee Status (e.g., LOA, WCB, LTD);**
- (5) Regular earnings for each Employee; **and**
- (6) The amount of dues and initiation fees (if applicable) deducted from each Employee.

On April 1st and October 1st of each year, the Employer shall provide the Union the name, home address, and classification of each Employee. It shall be the responsibility of the Employee to advise the Employer of any changes to the Employee's place of residence, contact information and any information that may impact the Employee's benefits.

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 Collective Bargaining 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 Collective Bargaining 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.

7.03 Right to Union Representation

In all cases where the Employer considers the Employee's conduct warrants disciplinary action, the Employee will be afforded the opportunity of having a Union representative in attendance.

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 Collective Bargaining Agreement. Neither party to this Collective Bargaining 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 Collective Bargaining 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 Collective Bargaining 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 or Employer Designate** 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 or Employer Designate** within the time limits specified in Article 8.03. The Employee is entitled to be accompanied by a Union Representative. The **President or Employer Designate** 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 Employer Designate** or alternate dispute resolution process, the matter may be referred to Arbitration in accordance with the applicable provisions of ***The Saskatchewan Employment 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 or Employer Designate**, the grievance shall be deemed to have been settled.

8.07 Time Limits

Failure on the part of the **President or Employer Designate** 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.

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 clients, the grievor and Union Representative may leave assigned duties temporarily in order to discuss with the 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 **twelve (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 to 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;

- (f) hours absent while receiving benefits from the Worker's Compensation Board beyond **twelve (12)** months.

9.04 Loss of Seniority

An **Employee** shall lose all seniority within Crestvue Ambulance Services Ltd. if **the Employee**:

- (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 **twelve (12)** months;
- (e) is a casual **Employee** and has not worked for a period of **ninety (90)** calendar days exclusive of approved leaves of absence;
- (f) fills any position not within the scope of this Collective Bargaining Agreement on a temporary basis exceeding **twelve (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 employment of the 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 31st falls each year, as calculated in Article 9.01. 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, the **Employee** 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 **electronically** at least fourteen (14) **calendar** days in advance **of the requested leave or reduction**, except in extenuating circumstances.

The Employer shall provide an electronic response at least seven (7) calendar days in advance of the requested leave or reduction.

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 **the** 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 (2) days after the funeral, except where bereavement responsibilities require their attendance on a day outside this period, as follows:

- (a) Up to four (4) days in the event of the death of the spouse, **fiancé**, mother, father, brother, sister, son or daughter, grandchild or someone with whom they have an equivalent relationship. **It is understood that the definition of a spouse includes an equivalent same sex 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.

Employees required to travel five hundred (500) kilometers or more one-way to attend a funeral or other bereavement responsibilities with respect to a death of a family member defined in (a) and (b) shall be granted up to two (2) additional calendar days without loss of pay.

Insofar as the regular operation of the Employer will permit, as many regularly scheduled Employees as possible will be given up to four (4) hours of time off without loss of pay to attend the funeral of a co-worker.

In addition to the bereavement leave granted under this article, the Employee shall be entitled to vacation, earned time or unpaid leave of absence **under the provisions of this Collective Bargaining Agreement** 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

to a spouse, son or daughter for whom they have 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.

- (b) Full-time Employees shall earn family responsibility leave credits at the rate of one quarter (1/4) day per month **two (2) hours per month** to a maximum of four (4) days **or thirty-two (32) hours**. Part-time and casual 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.

- (c) Employees shall have timely access to information regarding their accumulated family responsibility leave credits.**

10.07 Medical Care Leave

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.

10.08 Education Leave of Absence

- (a) Participation in educational programs is encouraged by the Employer. 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 10.08 (b), all Employees:
- attending education as required by the Saskatchewan Health **Authority or the Saskatchewan College of Paramedics** 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;
 - 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 in writing at least **seventy-two** (72) hours in advance;
- for leave in excess of **fourteen** (14) days the Employee will give at

least **fourteen** (14) days notice in writing;

- where leave is for regularly scheduled meetings the **Employee** will notify the **Employer** as soon as **the Employee** is aware of the dates.

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

The Saskatchewan Employment Act 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, the **Employee** 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 **part-time and casual** **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 **part-time and casual** **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

The Saskatchewan Employment Act 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, the **Employee** 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 their immediate supervisor or designate as soon as possible prior to the commencement of their 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 the 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. When requested, the **Employee** shall immediately following their illness, provide a medical certificate to the **Employer**.

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). **Part-time and casual 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, **part-time, and casual** 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) 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 preceding three (3) months.

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

“Vacation Year” shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty first (31st) day of March of the following calendar year.

12.03 Continuous Employment

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

12.04 Posting Vacation Credits

Each Employee’s pay stub statement shall show the Employee’s vacation pay earned in the pay period, and the total accrual of unused vacation pay entitlement.

12.05 Vacation Selection

Employees shall take **their** vacation no later than the end of the twelve **(12)** month period following the vacation year in which **the** vacation credits were earned.

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.

In order for Employees to exercise seniority rights **they** must make **their** vacation selection **for vacation to be taken in the following vacation year by February 28th** of each year. **Employees who do not make their vacation selection choice by November 1st of the current vacation year shall meet with the Employer and schedule outstanding vacation credits, on a mutually agreed basis, to be taken by the vacation year end. Where an Employee and the Employer are unable to mutually agree by January 15th of the current vacation year the Employer has the right to schedule the Employee’s outstanding vacation credits to be taken by the vacation year end.**

Employees shall be entitled to receive vacation in an unbroken period of time up to two (2) weeks provided there would be no overlap or conflict with other Employee's requests.

12.06 Posting Vacation Schedules

The Employer shall post a vacation schedule in workplace no later than **March 31st** 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 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).

Part-time and casual Employees shall earn vacation credits, as specified above, on a prorata 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 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.

12.10 Call Back from Vacation

An Employee called back from vacation shall be paid at two times (2x) their 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 their 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.

12.11 Vacation Pay on Termination or Retirement

An Employee who terminates their 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

Family 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 Saskatchewan Employment 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 (2x) 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 twelve (12)**, 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 **to ensure an average of forty-two (42) hours per week with example rotations** as follows:

- (i) **For a ten (10) and fourteen (14) hour rotation:**

- 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 average forty-two (42) hour work week.

- (ii) **For a twelve (12) hour rotation:**

Two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts, followed by five (5) days off, then two (2) twelve (12) hour day shifts followed by three (3) twelve (12) hour night shifts followed by four (4) days off, then three (3) twelve (12) hour days shifts followed by two (2) twelve (12) hour night shifts followed by five (5) days off, so as to ensure an average 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, or any other scheduled shift rotation mutually agreed upon based on operational needs.
- (d) **Employees shall not be scheduled to work more than two (2) weekends in a three (3) week period.** A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0800 hours Monday. **It is understood that casual Employees are not required to work more than one (1) in three (3) weekends. However, if they so choose, they may pick up additional hours working more than the two (2) weekends off in a three (3) week period at regular rates of pay. If the Employee is offered additional hours that would result in the Employee working more than two (2) weekends in a three (3) week period, the Employee must advise the Employer that should the Employee work that weekend, the Employer shall pay the Employee overtime for that weekend only. Rather than have the Employee work more than two (2) weekends in a three (3) week period, the Employer may then offer that shift/work to other casual Employees at regular rates of pay.**
- (e) Casual Employees may be called in for up to fourteen (14) 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 client are met and given priority. Casual Employees shall be paid not less than **three (3) hours** at their regular rate of pay for each call in. Any subsequent calls in during that three (3) hour period should be deemed to be part of the same call in.
- (f) The period of annual vacation, **including the number of weeks of vacation entitlement** shall correspond to the Employee's regular rotation.

- (g) **Hours** paid for sick leave, annual vacation, public holiday, and paid leave of absence shall be considered **hours** 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 (15) minute rest periods and shall be inclusive of one (1) forty-five (45) minute paid meal break. **Each extended twelve (12) hour shift shall be inclusive of three (3) paid fifteen (15) minute rest periods and shall be inclusive of one (1) thirty (30) minute and one (1) forty-five (45) minute paid meal breaks.** Each extended fourteen (14) hour shift shall be inclusive of four (4) paid fifteen (15) minute rest periods and shall be inclusive of two (2) forty-five (45) minute paid meal breaks. It is understood that breaks can only be taken at the time that they will not conflict with client care or any emergency response.

14.03 Scheduling of Work

Master shift schedule rotation including standby assignments shall be posted at least **thirty (30)** days in advance. Any amendments thereafter shall occur only after consultation with the 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 the **Employee** is requested by the **Employer** to work such a shift.

14.04 Overtime Rates

Overtime **shall** be paid to the **Employees** for:

- (a) **Authorized** hours worked in excess of ten (10) hours, **or twelve (12) 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:

- (i) Fourteen (14) hours in a day commencing from 0001 to 2400 hours; or
- (ii) **Fourteen (14) consecutive hours.**

Pursuant to Article 14.04 (b), if the Employee is being paid overtime prior to 2400 hours and the work assignment continues past 2400 hours, overtime will continue until the work assignment is completed;

- (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, **twelve (12) hours**, or fourteen (14) hours as applicable to **the** assigned shift on the full-time master rotation shift schedule; or
- (d) **Authorized hours worked by Employees** in (a) to (c) above in **excess of the bi-weekly hours as determined by the master rotation shift schedule.**

It is understood that overtime hours are not counted for purpose of calculating excess hours worked on a daily or weekly basis.

Authorized overtime shall be paid for at one and half (**1 1/2x**) times the Employee's regular rate of pay. Notwithstanding **the forgoing**, authorized hours worked in excess of **ten (10), twelve (12), or fourteen (14)** hours as per applicable assigned shift on a master rotation **shift schedule** on a Public Holiday shall be paid at two times (**2x**) regular rate of pay.

14.05 Overtime Against Wishes

Subject to provisions of **The Ambulance Act** regarding required attendance in case of major emergency or disaster, no Employee shall be required to work overtime against their 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 or designate.

14.07 Minimum Report Pay

- (a) 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.

- (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 **the** twenty-four (24) hour period calculated from the time **the** Employee commences **work on a** scheduled shift or for an Employee not working a scheduled shift a day means the twenty-four (24) hour period calculated from the time **the Employee commences a** standby **assignment**.
- (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. Wherever possible, Employees shall not be assigned standby on scheduled days off. Standby payment shall be paid to each Employee so assigned at the rate of five dollars (\$5.00) per hour for each hour on standby.
- (c) Hourly standby payments will cease for the length of time an Employee receives pay for reporting to work.
- (d) 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 their regular work schedule and having left the work site, shall be paid at the rate of one and one-half (1 1/2x) **times the Employee's** regular rate but with a minimum of three (3) hours at the rate of one and one-half (1 1/2x) **times the Employee's** 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 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 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 1/2x) 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 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 six dollars and eighteen cents (\$6.18) per hour and if called in, paid at the rate of one and half (1 1/2x) times their 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 their 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 (1) 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. **Explanation of payment codes will be made available upon request.**

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 Collective Bargaining Agreement.

17.04 Payroll Errors

- (a) **Payroll errors resulting in the underpayment of wages shall be rectified as soon as reasonably possible.**
- (b) **Payroll errors resulting in the overpayment of wages shall be rectified as soon as reasonably possible by agreement between the Employer, the Employee affected, and the designated Union representative.**

17.05 Recognition of Previous Experience

Upon commencement of employment, 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 part-time or casual 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) **Part-time or casual** Employees shall be eligible for one (1) full increment upon completion of 2184 hours worked.
- (c) A casual 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 Employee's increment date and standby hours shall be reset.
- (e) If a promotion or reclassification results in an increase of over **ten percent (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 forty cents (\$0.40) per kilometer.

18.02 Overnight Accommodation Allowance

Employees 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 only be reimbursed for meal expenses on presentation of receipts for meals up to ten dollars (\$10) for breakfast and up to fifteen dollars (\$15) for lunch and supper during reasonable breaks, taking into consideration the needs of the client.

18.04 Reimbursement for Incidental Expenses

Employees will be reimbursed for any incidental expenses approved by the Employer in advance, incurred while performing their regular duties upon presentation of their 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

Weekend premiums shall not apply where an Employee is receiving overtime pay.

(a) Evening/Night Premium

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 **two dollars and seventy-five cents (\$2.75)** an hour.

(b) Weekend Premium

A weekend premium shall be paid at the rate of **two dollars and twenty-five cents (\$2.25)** for each hour worked between **0001** Saturday and **2400** hours Sunday.

18.06 Professional Licensing Fees

For eligible Employees the Employer shall pay directly to the appropriate body annual costs associated with professional licensing fees that Employees are required to pay by either statute or the Employer. Eligible Employees shall include all full-time, part-time, and casual 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.

ARTICLE 19 - CLASSIFICATIONS AND VACANCIES

19.01 Classifications

Titles and rates of pay shall be subject to negotiation between the Union and the Employer for any new classification created within the scope of this Collective Bargaining 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.

An electronic or paper copy of all postings shall be forwarded to the Union. Every Employee's employment shall be confirmed in writing by a Letter of Appointment/Offer with a copy provided to the Union.

19.03 Temporary Vacancies

- (a) Temporary full-time vacancies of three (3) months or longer shall be posted for ten (10) 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.

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 their 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 **their** 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.
 - (i) A temporary assignment of less than one (1) day shall not be applied to circumvent the above stated provisions.
 - (ii) 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

20.01 Duties and Obligations

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 **Employees'** responsibility to take reasonable care to protect **their** health and safety and the health and safety of clients and other workers who may be affected by **their** acts or omissions.

The current *Saskatchewan Employment Act and Regulations* shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety, and refuse work which the worker believes is unusually dangerous.

20.02 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.

20.03 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.

20.04 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.

20.05 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.

20.06 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.

20.07 Personal Safety Training

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

20.08 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.

- (a) All new Employees immediately upon hiring shall be required to take a tuberculin test. Where such test is positive then they shall be required immediately to take a chest x-ray. Employees showing clinical signs of tuberculosis will not be actively employed.
- (b) All Employees shall be required to take a tuberculin test annually on **February 1st**, 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. Employees 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

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

An Employee shall have the right to respond in writing, within fourteen (14) calendar days of having discussed the report with the Employer, and that reply shall be attached to the report and/or performance appraisal.

21.02 Documents on File

The Employer agrees to advise and discuss with an Employee, their 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 Collective Bargaining 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

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 **the Employee** would normally have worked will be reimbursed by the Employer for the difference between the pay received for such duty and the **Employee's** regular straight time hourly rate of pay for **their** 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 **their** shift if released from the court prior to the end of **the** regularly scheduled hours of work.

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 the 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, the Employer must make sure that:
 - (a) All full-time staff will be issued **five (5)** shirts and **five (5)** pants. Uniforms will be replaced on an as needed basis.
 - (b) All part time and **casual** staff will initially receive **three (3)** shirts and **three (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 the property of the company and 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 and at no other time.

ARTICLE 23 - LAY-OFF AND WORK RESUMPTION

23.01 Workforce Adjustment Strategies

The parties subscribe to the principles that lay-offs be avoided wherever possible, that any reduction in the work force be done with the least possible disruption, and that whenever a lay-off is necessary

the most senior qualified Employee capable of doing the work shall be retained. They further agree that they will meet whenever any reduction in the workforce is anticipated, no less than seven (7) calendar days in advance of any lay-off notices being given, with a view to furthering these principles and seeking alternatives to lay-offs.

23.02 Lay-Off Defined

A lay-off shall be defined as an Employer initiated reduction of any full-time or part-time and casual Employees. When there is a lay-off the Employer shall determine what jobs are to be left vacant or abolished and the number of Employees to be placed on lay-off.

23.03 Lay-Off Procedure

Employees shall be placed on lay-off in the reverse order of seniority, however the Employer shall have the right to retain Employees who would otherwise be placed on Lay-Off when, in accordance with this Article, the Employer would be required to retain Employees who are not capable and qualified to perform the required work.

23.04 Notice of Lay-Off

Notice of lay-off shall be in accordance with The Saskatchewan Employment Act provided, however, that the minimum amount of notice shall be twenty-eight (28) calendar days. If the Employee laid off has not had the opportunity to work the notice period, the Employee shall be paid in lieu of work and seniority shall continue to accrue for the part of the notice period during which work was not made available. If regular duties are unavailable during the notice period the Employer may assign duties other than those normally connected with the classification in question provided it is bargaining unit work.

23.05 Recall Procedure

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

23.06 Notice of Recall

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 placed on lay-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 the Employee's 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.

23.07 Rate of Pay Following Recall

- (a) When an Employee resumes work after lay-off in the same classification as the position held prior to lay-off, the Employee shall be paid at the step which 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 in accordance with this Collective Agreement.

23.08 Maintaining Employee's Contact Information

An Employee placed on lay-off due to staff reductions, shall, at the time of being placed on lay-off, provide with the Employer with the Employee's current contact information (address, telephone number and email address) and thereafter keep the Employer informed of any changes.

23.09 Opportunities for Casual Work

The Employer shall endeavor to offer opportunities for casual work to Employees on lay-off in order of their seniority provided the Employee is qualified and capable of performing the work required. An Employee on lay-off may refuse an offer of casual work without adversely affecting their recall status.

23.10 No New Employees Hired

No new regular or temporary Employees will be hired while there are other Employees on lay-off as long as Employees on lay-off are qualified and capable of performing the work required.

ARTICLE 24 - EMPLOYEE BENEFIT PLAN

24.01 Group Benefits

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 **fifty percent (50%)** and the Employees shall pay **fifty percent (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.

24.02 Pension Plan

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.

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 percent (7%)** of eligible Employee's gross regular 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 Services Ltd., and providing the best possible quality service to the general public within the Saskatchewan Health Authority.

To ensure Crestvue Ambulance EMT/**PCPs**, EMT-A/**ICPs**, and EMT-P/**ACPs** are paid the same corresponding wages as enjoyed by EMT/**PCPs**, EMT-A/**ICPs** and EMT-P/**ACPs** covered by any subsequent provincial HSAS/SAHO agreements, the Employer will adjust, within ninety (90) 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 Collective Bargaining Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after May 20, **2015** up to and including May 19, **2026** and from year to year thereafter unless notification of desire to renegotiate is given in writing

- (b) **New provisions, unless specifically stated otherwise, become effective date of signing of the memorandum of agreement.**

- (c) 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 Collective Bargaining Agreement, or revisions thereof.

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

General Wage Increase Hourly Rate Calculations

Wage increases are applied to the educational base rate of pay. Where Market Supplements and/or Market Adjustments are in place, the existing Market Supplement amount and/or Market Adjustment amount will be added to the educational base rates of pay after the applicable wage increases have been applied.

Market Adjustment

Effective as of August 30, 2020, the classification of EMT-P/ACP shall receive a Market Adjustment of 3.43%. There shall not be a retroactive pay as a result of this Market Adjustment.

Wage Schedule

April 1, 2015	1.55%	April 1, 2020	1%
April 1, 2016	1.95%	April 1, 2021	2%
April 1, 2017	1.95%	April 1, 2022	2%
April 1, 2018	0%	April 1, 2023	2%
April 1, 2019	0%		

	April 1, 2015					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT	Base	\$24.355	\$25.333	\$26.344	\$27.397	\$29.790
	MA	\$26.244	\$27.295	\$28.386	\$29.521	\$32.091
EMT-A	Base	\$26.304	\$27.357	\$28.451	\$29.591	\$32.172
	MA	\$28.344	\$29.479	\$30.657	\$31.885	\$34.658
EMT-P	Base	\$28.408	\$29.545	\$30.727	\$31.956	\$34.745
	MS	\$29.609	\$30.793	\$32.026	\$33.306	\$36.178
	MA	\$32.054	\$33.338	\$34.671	\$36.057	\$39.160

		April 1, 2016				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT	Base	\$24.830	\$25.827	\$26.858	\$27.931	\$30.371
	MA	\$26.719	\$27.789	\$28.900	\$30.055	\$32.672
EMT-A	Base	\$26.817	\$27.890	\$29.006	\$30.168	\$32.799
	MA	\$28.857	\$30.012	\$31.212	\$32.462	\$35.285
EMT-P	Base	\$28.962	\$30.121	\$31.326	\$32.579	\$35.423
	MS	\$30.163	\$31.369	\$32.625	\$33.929	\$36.856
	MA	\$32.608	\$33.914	\$35.270	\$36.680	\$39.838

	April 1, 2017					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT	Base	\$25.314	\$26.331	\$27.382	\$28.476	\$30.963
	MA	\$27.203	\$28.293	\$29.424	\$30.600	\$33.264
EMT-A	Base	\$27.340	\$28.434	\$29.572	\$30.756	\$33.439
	MA	\$29.380	\$30.556	\$31.778	\$33.050	\$35.925
EMT-P	Base	\$29.527	\$30.708	\$31.937	\$33.214	\$36.114
	MS	\$30.728	\$31.956	\$33.236	\$34.564	\$37.547
	MA	\$33.173	\$34.501	\$33.881	\$37.315	\$40.529

		April 1, 2018				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$25.314	\$26.331	\$27.382	\$28.476	\$30.963
	MA	\$27.203	\$28.293	\$29.424	\$30.600	\$33.264
	MS	\$28.091	\$29.215	\$30.383	\$31.598	\$34.348
EMT-A/ICP	Base	\$27.340	\$28.434	\$29.572	\$30.756	\$33.439
	MA	\$29.380	\$30.556	\$31.778	\$33.050	\$35.925
	MS	\$30.339	\$31.553	\$32.815	\$34.127	\$37.096
EMT-P/ACP	Base	\$29.527	\$30.708	\$31.937	\$33.214	\$36.114
	MS	\$30.728	\$31.956	\$33.236	\$34.564	\$37.547
	MA	\$33.173	\$34.501	\$35.881	\$37.315	\$40.529

		April 1, 2019				
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$25.314	\$26.331	\$27.382	\$28.476	\$30.963
	MA	\$27.203	\$28.293	\$29.424	\$30.600	\$33.264
	MS	\$28.091	\$29.215	\$30.383	\$31.598	\$34.348
EMT-A/ICP	Base	\$27.340	\$28.434	\$29.572	\$30.756	\$33.439
	MA	\$29.380	\$30.556	\$31.778	\$33.050	\$35.925
	MS	\$30.339	\$31.553	\$32.815	\$34.127	\$37.096
EMT-P/ACP	Base	\$29.527	\$30.708	\$31.937	\$33.214	\$36.114
	MS	\$30.728	\$31.956	\$33.236	\$34.564	\$37.547
	MA	\$33.173	\$34.501	\$35.881	\$37.315	\$40.529

	April 1, 2020					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$25.567	\$26.594	\$27.656	\$28.761	\$31.273
	MA	\$27.456	\$28.556	\$29.698	\$30.885	\$33.574
	MS	\$28.344	\$29.478	\$30.657	\$31.883	\$34.658
EMT-A/ICP	Base	\$27.613	\$28.718	\$29.868	\$31.064	\$33.773
	MA	\$29.653	\$30.840	\$32.074	\$33.358	\$36.259
	MS	\$30.612	\$31.837	\$33.111	\$34.435	\$37.430
EMT-P/ACP	Base	\$29.822	\$31.015	\$32.256	\$33.546	\$36.475
	MS	\$31.023	\$32.263	\$33.555	\$34.896	\$37.908
	MA	\$34.606	\$35.991	\$37.431	\$38.927	\$42.280

	April 1, 2021					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$26.078	\$27.126	\$28.209	\$29.336	\$31.898
	MA	\$27.967	\$29.088	\$30.251	\$31.460	\$34.199
	MS	\$28.855	\$30.010	\$31.210	\$32.458	\$35.283
EMT-A/ICP	Base	\$28.165	\$29.292	\$30.465	\$31.685	\$34.448
	MA	\$30.205	\$31.414	\$32.671	\$33.979	\$36.934
	MS	\$31.164	\$32.411	\$33.708	\$35.056	\$38.105
EMT-P/ACP	Base	\$30.418	\$31.635	\$32.901	\$34.217	\$37.205
	MS	\$31.619	\$32.883	\$34.200	\$35.567	\$38.638
	MA	\$35.202	\$36.611	\$38.076	\$39.598	\$43.010


	April 1, 2022					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$26.600	\$27.669	\$28.773	\$29.923	\$32.536
	MA	\$28.489	\$29.631	\$30.815	\$32.047	\$34.837
	MS	\$29.337	\$30.553	\$31.774	\$33.045	\$35.921
EMT-A/ICP	Base	\$28.728	\$29.878	\$31.074	\$32.319	\$35.137
	MA	\$30.768	\$32.000	\$33.280	\$34.613	\$37.623
	MS	\$31.727	\$32.997	\$34.317	\$35.690	\$38.794
EMT-P/ACP	Base	\$31.026	\$32.268	\$33.559	\$34.901	\$37.949
	MS	\$32.227	\$33.516	\$34.858	\$36.251	\$39.382
	MA	\$35.810	\$37.244	\$38.734	\$40.282	\$43.754

	April 1, 2023					
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Emergency Medical Services						
EMT/PCP	Base	\$27.132	\$28.222	\$29.348	\$30.521	\$33.187
	MA	\$29.021	\$30.184	\$31.390	\$32.645	\$35.488
	MS	\$29.909	\$31.106	\$32.349	\$33.643	\$36.572
EMT-A/ICP	Base	\$29.303	\$30.476	\$31.695	\$32.965	\$35.840
	MA	\$31.343	\$32.598	\$33.901	\$35.259	\$38.326
	MS	\$32.302	\$33.595	\$34.938	\$36.336	\$39.497
EMT-P/ACP	Base	\$31.647	\$32.913	\$34.230	\$35.599	\$38.708
	MS	\$32.848	\$34.161	\$35.529	\$36.949	\$40.141
	MA	\$36.431	\$37.889	\$39.405	\$40.980	\$44.513


SIGNING PAGE

In witness of their agreement, the parties have signed below on the 13 day of October, 2021.


**SIGNED ON BEHALF OF
HEALTH SCIENCES
ASSOCIATION OF
SASKATCHEWAN
Negotiation Committee**




Chris Wright



Braden White



Mike Kirby



Bridget Fleming

**SIGNED ON BEHALF OF
CRESTVUE AMBULANCE
SERVICES LTD.
Negotiation Committee**



Kelly Prime



Brian Schatz