

COLLECTIVE AGREEMENT

BETWEEN

**LA RONGE EMERGENCY
MEDICAL SERVICES**

AND

**HEALTH SCIENCES
ASSOCIATION OF
SASKATCHEWAN**

APRIL 1, 2019 TO MARCH 31, 2025



Health Sciences
Association of
Saskatchewan

COLLECTIVE AGREEMENT

between

La Ronge Emergency Medical Services (EMS)

of the Town of La Ronge,

In the Province of Saskatchewan

Hereinafter called the "Employer" or "Company" of the

First Part

and

Health Sciences Association of Saskatchewan

Hereinafter called the

"Union" of the Second Part

April 1, 2019 to March 31, 2025



Health Sciences
Association of
Saskatchewan

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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 Northeast-Zone of the 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 – DURATION OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2019**, up to and including March 31, **2025** and from year to year thereafter unless notification of desire to renegotiate is given in writing. Such notice shall be given not less than **sixty (60)** days and not more than **one hundred and twenty (120)** days prior to the expiry date of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

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

The parties agree that the Company therefore, retains all rights not otherwise specifically covered in this agreement.

ARTICLE 3 – SCOPE

3.01 This Agreement shall cover the Employees employed by La Ronge Emergency Medical Services (EMS) employed at and from its headquarters located at:

427 Highway 2 South
Reserve 156 Box 1800
La Ronge, Saskatchewan
S0J 1L0

Who are classified as follows:

EMR
EMT/PCP
EMT-A/ICP
EMT-P/ACP

- 3.02** In view of the fact the owners and General and Operation's Manager 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.
- 3.03** Part-time Employees shall be defined as any person employed and scheduled by the Employer to work less than the full weekly hours of work.
- 3.04** Casual Employees are those who work on a call-in basis and who do not work a regular and recurring schedule or Employees who are hired for a term of less than three (3) months.
- 3.05** Where this Agreement refers to Pro Rata for Casual and or Part-time Employees the percentage of a full-time hours will be determined by calculating the number of hours the Employee has worked over the previous year (**including standby on the basis of 6 standby hours = 1 hour worked**) and comparing them to **1948.8** hours.

ARTICLE 4 – RECOGNITION

4.01 The Employer recognizes the Union as the sole collective bargaining agent for the Employees covered by this Agreement. The Employer agrees to negotiate with the Union and its

designated representatives in matters relating to conditions of employment, rates of pay and hours of work.

- 4.02** No Employee shall be required or permitted to make a written or verbal agreement with the Employer representative that may conflict with the terms of this Collective Agreement.
- 4.03** The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the said Employer, and at all times carry out their individual responsibilities according to the regulation, standards, directions, methods, policies and procedures as provided or established by the Employer.
- 4.04** Where in any provision of this Agreement a reference is made to the female gender, it shall also be read as reference to the masculine gender where the context requires.

ARTICLE 5 – 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, layoff, recall, discipline, classification, discharge or otherwise by reason of disability, age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex, sexual orientation, **gender identity**, marital or family status, receipt of public assistance, nor by reason of membership or activity in the Union.

ARTICLE 6 – UNION SECURITY AND CHECKOFF OF UNION DUES

- 6.01** Every new Employee shall, within thirty (30) days, apply for and maintain membership in the Union as a condition of employment. The Employer shall provide new Employees with a copy of the Collective Agreement at the beginning of their employment. The Employer shall have new Employees sign authorization cards for deduction of dues, such cards to be provided by the Union. Every Employee who is a member of the Union shall maintain membership in the Union as a condition of employment. In those special circumstances where an Employee is not required to maintain membership in the Union, that Employee shall, as a

condition of employment, pay to the Union the dues required to be paid by member

6.02 Employee Status

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

When remitting dues, the Employer shall also provide:

- (a) List of Employee names.
- (b) List of newly hired and terminated Employees, along with dates.
- (c) Employee status.
- (d) Number of hours worked and hourly rate for each Employee.
- (e) Regular earnings for each Employee.
- (f) The amount of dues and initiation fees (if applicable) deducted from each Employee.

On a quarterly basis, the Employer shall also provide the name and address of each in scope Employee, along with her classification.

6.03 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.

6.04 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.

6.05 Orientation of New Members

A Union Representative shall be provided up to a maximum of thirty (30) minutes from her regular shift of duty without loss of pay in order to introduce the Union to the Employee. It is agreed that this introduction will not be done at a time that would interfere with the Employers operation.

- 6.06 It shall be the responsibility of the Employee to advise the Employer and the Union of change of name, marital status or place of residence.
- 6.07 The Employer agrees to record all Union dues paid in the previous year on Employee T-4 slips.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 The Employer and the Union are desirous of maintaining positive relations and of encouraging a professional relationship between Employees and the Employer. 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, failing which the following provisions will apply.
- 7.02 A grievance shall be defined as any dispute between the Employer and any Employee(s) regarding the interpretation, meaning, operation, application, or alleged violation of this Agreement. Neither party to this Agreement shall cause a suspension of work because of a grievance.
- 7.03 Any grievance submitted shall specify the Article and Section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. It shall not be sufficient to allege violation of the Agreement as a whole.
- 7.04 No grievance shall be considered which is not presented within seven (7) 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.
- 7.05 **Union / Employer Representation**

To provide an orderly process for settling grievances, the Union shall elect or appoint Union Representatives. The Union shall notify the Employer, in writing, of the names of the Union Representatives and of any changes made therein.
- 7.06 The Employer will, from time to time, advise the Union in writing of the Manager(s) designated to resolve grievances.
- 7.07 **Permission to Leave Work**

The Employer agrees that except when required to provide services to a patient, the Griever and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The Griever and Union Representative shall request permission of their supervisor(s) and suitable arrangements shall be made by the supervisor(s) prior to the Employee(s) leaving. Neither the Griever nor Union Representative shall suffer any loss of pay for time so spent. An Employee shall be entitled to contact the Union Office to get advice or file a grievance while on Company time, provided that the Company's operations are not affected.

7.08 Informal Discussion

It is the desire of the parties hereto that grievances of Employees be addressed as quickly as possible. Employees or the Union shall refer such grievances to the Operational Manager as soon as possible upon cause of complaint, and in any case, within fourteen (14) calendar days. The Employee is entitled to be accompanied by a Union Representative. The Operational Manager shall give a decision in writing within fourteen (14) calendar days.

7.09 Alternate Dispute Resolution

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

ARTICLE 8 – ARBITRATION

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

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

8.03 The time limits specified in this Article, and in Article 7 above, are mandatory and not merely directory, and may be only extended

by agreement of the Employer and the Union. In the absence of such agreement, the following shall apply:

- (a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- (b) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Employer's answer at the last step, and the grievance shall be deemed to be abandoned.

8.04 The Arbitration Board shall not have jurisdiction to later add to or subtract from this Agreement, or substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms of this Agreement, or to deal with any matter not covered by the Agreement. There shall be no stoppage of work because of a grievance.

8.05 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairman.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

- (a) Seniority means the number of hours worked, exclusive of overtime, since the Employee's date of hire. Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited back to the Employee's date of hire.
- (b) In addition to Article 9.01(a), Employees on standby shall be credited with seniority as follows:
 - (i) all call in/back hours
 - (ii) Hours on Standby = Hours of Seniority

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In no case shall an Employee accumulate annual seniority in excess of full-time hours **as per Article 11.**

9.02 Accrual of Seniority

Seniority shall accrue during:

- (a) Sick leave, including time on Employment Insurance sick benefits, Income Replacement Benefits, or Long Term Disability.
- (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.
- (d) Temporary out-of-scope positions with the Employer not to exceed twelve (12) months unless extended by mutual agreement with the Union.
- (e) Bereavement Leave, Pressing Necessity Leave, Family Responsibility Leave, Medical Care Leave, and **Interpersonal Violence Leave**.
- (f) Jury duty and court service.
- (g) Vacation leave.
- (h) Leave for elected Public Office.
- (i) Union Leave.
- (j) All Maternity, Adoption or Parental Leaves.
- (k) Education leave up to twenty-four (24) 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.

Other-than-full-time Employees shall accrue seniority as follows:

- (i) For those who have worked one (1) year or more:

$$\frac{\text{Paid Hours in Previous 52 Weeks}}{52} = \text{Seniority Hours per Week of Leave}$$

- (ii) For other-than-full-time Employees who have worked for less than one year:

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

9.03 Maintenance of Seniority

Seniority shall be maintained, but not accrue, during:

- (a) Period of layoff in excess of one (1) month.
- (b) Suspension for discipline.
- (c) Unpaid leaves of absence over one hundred and sixty-eight (168) work hours in a calendar year.
- (d) The probationary period in a permanent out-of-scope position.

9.04 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 termination of a leave of absence or within fourteen (14) days from receipt of notification by the Employer to return to work following a layoff, unless in either case the Employee can show a justifiable reason for failure to report to work.
- (d) Is a Casual Employee who **has** not accepted a shift for a period of nine (9) months exclusive of approved leaves of absence, sick leave, WCB or DIP.

9.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service last commenced, including total seniority hours up to January 31st of each year. An up-to-date seniority list shall be posted in places accessible to all Employees by March 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.

ARTICLE 10 – LAYOFF AND RECALLS

10.01 The parties subscribe to the principles that layoffs are avoided wherever possible; any reduction in the work force be done with the least possible disruption; and, whenever a layoff is necessary, the most senior Employee will be retained. They agree to meet whenever any reduction is anticipated with a view to furthering these principles and seeking alternatives to layoffs.

10.02 Layoff Defined

Layoff will mean:

- (a) A job abolition or elimination.
- (b) A reduction in the normal hours of work of a permanent full-time Employee or a reduction in hours of work of an other-than-full-time Employee as stipulated in her Letter of Appointment.

10.03 Discussion of Implementation

In the event the Employer is contemplating layoffs, the Union shall be given notice as far as possible in advance of impending layoffs. The Employer shall meet with the Union a minimum of thirty (30) calendar days in advance of Employees receiving layoff notices.

10.04 Seniority

When the Employer is effecting a layoff of an Employee(s), the seniority list posted shall be updated 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 layoff article.

The updated seniority list shall include the Employees' accumulated seniority, up to and including the date the Employer notifies the

Union of pending layoffs. This seniority cut-off date shall apply to each Employee affected by layoffs, displacement and placement.

10.05 Senior Employees Retained

When the Employer considers it necessary to reduce staff, the most senior Employee(s) shall be retained.

10.06 Notification of Layoff

Notice of layoff shall be in accordance with *The Labour Standards Act* of the Province of Saskatchewan, provided however, 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.

10.07 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 preference for options described in Article 10.08. As more junior Employees are displaced, they are added to the pool and ranked in order of seniority.

10.08 Discussion of Options

- (a) To be laid off and placed on a work resumption list.
- (b) Where there is a reduction in the Employee's hours of work, to accept the reduced hours of work.
- (c) To terminate her employment from the Employer and accept severance pay.
- (d) To retire, if eligible.
- (e) The Union Representative shall be given time off and will not suffer any loss in regular pay when assisting Employees through the layoff and bumping procedures. The Union Representative will not be compensated for other than scheduled time.

10.09 Severance Pay

An Employee who is laid off and chooses to terminate employment after being laid off will be entitled to receive severance pay in the amount of one (1) week's pay for each year of service or part thereof. This payment will be pro-rated for other- than-full-time Employees.

10.10 Hourly Salary

When an Employee resumes work after layoff in the same classification as the position held prior to layoff, the Employee shall be paid at the step which was being paid at the time of layoff, and the hours worked prior to layoff will be credited towards the next increment date.

10.11 Sick and Vacation Credits

When an Employee resumes work from layoff, the Employee will retain her accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at time of layoff.

10.12 Time Limit

Laid-off Employee(s) can remain on the recall list for up to three (3) years. If after three (3) years the laid-off Employee has not been recalled she shall be terminated.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Notwithstanding other provisions of this Agreement, and consistent with *The Ambulance Act*, the standard annual 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 3.05.

11.02 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 emergency, unforeseen disaster or operational requirements according to *The Ambulance Act*.

11.03 EMT-P/ACP, EMT-A/ICP, EMT/PCP and EMR

Schedule for Full Time Employees

- (a) Commencing August 1, 2021, the Parties agree that the scheduling practice for full time Employees will be a 5/5/4 rotation with the following format.
- i. Start date Monday – 2 day shifts, 2 night shifts, followed by 5 days off.
 - ii. Start date Wednesday – 2 day shifts, 3 night shifts, followed by 4 days off.
 - iii. Start date Friday – 3 day shifts, 2 night shifts, followed by 5 days off.
 - iv. Employees shall not be required to work more than six (6) consecutive calendar days.
 - v. Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.
 - vi. The schedule shall provide for at least one (1) weekend off in each three (3) week period.
- (b) All hours worked in excess of twelve (12) hours in a day, or **one hundred and sixty eight (168) hours in twenty-eight (28) calendar days for full time Employees**, one hundred and sixty (160) hours in a month **for other than full time employees, and/or six (6) consecutive calendar days**, shall be paid at overtime rates. The hours of work of an Employee working less than the normal full-time hours as set out above in this Article may be expanded up to **one hundred and sixty (160) hours in a month** without the payment of overtime.
- (c) When an **other than full time** Employee reaches one hundred and sixty (160) hours in the monthly rotation, **or a full time employee reaches one hundred and sixty eight (168) hours**, the Employer is not obligated to call them in.
- (d) It is the responsibility of the Employee to inform the Employer (Supervisor) when they reach or are close to reaching the

applicable hours as per (b) above, resulting in the Employee being on overtime.

- (e) When an Employee is called out for duty during her scheduled day off or on a statutory holiday, she shall be entitled to overtime pay for a minimum of three (3) hours or for hours worked, whichever is greater.
- (f) This scheduling practice can be changed or modified during the term of this Agreement at any time with the consent of the Union and the Employer.

11.04 Overtime will be payable at a rate of one and one-half (1 ½) times the regular rate of pay for the first three (3) consecutive hours, and two (2) times the rate of regular rate of pay thereafter.

11.05 Scheduling of Work

- (a) Provisional work schedules shall be posted forty-two (42) 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) When an Employee is required to change her shift from the posted and confirmed schedule, as a result of an Employer directive, the Employee shall be paid overtime at the rate of double (2) time for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double (2) time rate shall only be paid for the first five (5) shifts so changed.
- (d) 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.

11.06 Allocation of Additional Work

Allocation of additional work will be offered to casual and other-than-full-time Employees first. If the shift cannot be filled with a casual or other-than-full-time Employee, then the shift will be offered to a full-time Employee. When offering shifts to a casual

Employee or other-than-full-time Employee, the Employer will utilize a list of those Employees made up originally in order of seniority. Once a shift has been offered, whether it is accepted or declined, the Employee so offered will move to the bottom of the list. The same method will be employed when offering shifts to full-time Employees.

11.07 Minimum Report Time

- (a) Any Employee reporting to work shall be paid no less than three (3) hours at her regular rate of pay.
- (b) Where an Employee is called in to work but cancelled prior to arriving at their place of employment, they will be paid thirty (30) minutes at her regular rate of pay.

11.08 Split Shifts

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

11.09 Phone Calls after Hours

An Employee who receives work related phone calls after leaving her work place shall be paid for one-half (½) hour at her regular rate of pay.

11.10 Overtime rates or premiums referred shall be paid to other-than-full-time Employees.

11.11 Standby rates will be paid as follows:

- Four dollars and **twenty-five cents (\$4.25)** per hour for each hour on standby with a minimum payment for eight (8) hours for all Full Time Employees. **(Note: This change will be effective the date of the implementation of the 5/5/4 schedule).**
- Five dollars (\$5.00) per hour for each hour of standby with a minimum payment for eight (8) hours for all Less Than Full Time Employees.
- This payment will not be paid during hours in which the Employee is called in to work and is receiving regular or overtime pay.

11.12 Overtime can be taken by the Employee as time in lieu by mutual agreement between the Employer and Employee.

11.13 Employees detained while away from base for reasons of mechanical breakdown or inclement weather will be paid for all hours at regular rates of pay for all time except for periods they are at rest in a hotel room. For periods while at rest in the hotel room Employees will receive standby pay.

11.14 Employees will submit claims for expenses they have incurred while working for the Employer within fourteen (14) calendar days from the date the expense was incurred. The Employer will reimburse expenses to the Employee within fourteen (14) calendar from the date they are submitted.

11.15 Replacement of ACPs

If an ACP calls in sick for a fulltime 12 hour shift (day or night) and an ACP is available on call and not in an overtime situation, an on call ACP will be given first priority to the open and available shift on the basis of seniority.

ARTICLE 12 – PUBLIC HOLIDAYS

12.01 The Employer agrees to recognize the following public holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Aboriginal Day
Family Day	LaRonge EMS Recognition Day (to be taken the second Monday in either March or April to ensure a Public Holiday in every month of the year)

And any other day proclaimed as a public holiday by the Federal, Provincial or Municipal Government. However, a civically declared holiday in lieu of any of the above named public holidays shall not be considered a holiday.

12.02 Full-Time Employees

(a) Public Holiday on a Scheduled Work Day

Employees required to be on duty on any of the aforementioned holidays shall be paid at the rate of one and

one-half times (1½) their regular rate of pay, plus time off with pay equal to the regular hours worked. Such time shall be granted within four (4) weeks before or after the week in which the holiday occurs or, if this is not possible, payment in lieu at their regular rate, unless it is mutually agreed between the Employer and Employee to extend the period in which the holiday may be taken.

(b) Public Holiday on Day Off or Vacation Day

Where a Public Holiday falls on an Employee's day(s) off, or during the **Employee's** annual vacation period, such Employee shall receive an additional day off with pay in lieu thereof.

Wherever possible, a day off in lieu of a public holiday, shall, unless otherwise requested by the Employee, be added onto regular days off.

(c) During periods of unpaid leave of absence, full-time employees will not be scheduled stat days off, and instead will be paid out as per Article 12.03.

12.03 Other-Than-Full-Time Employees

(a) Public Holiday on Scheduled Work Day

Other-than-full-time Employees required to work on a public holiday as set out in Article 12.01 shall receive:

- (i) One and one-half (1½) times their regular rate of pay for all the normal hours worked, and
- (ii) Holiday pay calculated on the following basis, whichever is greater:

If the Employee has been paid at least two (2) of the four (4) previous days of the same name as the day the holiday is observed, she is eligible for holiday pay for the average number of hours paid on those days

OR

$$\frac{\text{Number of Paid Hours In The Immediately Pay Entitlement Preceding Four Weeks}}{150} \times \text{Normal Full-Time Hours Day} \times \text{Hourly Rate Of Pay} = \text{Public Holiday Entitlement}$$

(b) Public Holiday on Day off or Vacation Day

Where a public holiday falls on an other-than-full-time Employee's day(s) off, or during the Employee's annual vacation period, such Employee shall receive holiday pay in accordance with (a) (ii) above.

12.04 Overtime Pay on a Public Holiday

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

ARTICLE 13 – ANNUAL VACATION

13.01 Vacation credits shall be earned on the following basis:

- (a) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, ten **and one-half (10 ½)** hours credited per month.
- (b) During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, **fourteen (14)** hours credited per month.
- (c) During the fifteenth (15th) and subsequent years, including the twenty-fourth (24th) year of continuous employment, **seventeen** and one-half (**17 ½**) hours credited per month.
- (d) **During the twenty-fifth (25th) and subsequent years of continuous employment, twenty one (21) hours credited per month.**

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

13.02 Vacation Pay

During vacation leave periods, an Employee shall receive:

- (a) The number of hours of vacation credit earned multiplied by the Employee's regular rate of pay at the time of taking vacation.
- (b) Employees will be compensated for all on-call (standby) hours they would have worked during any period of time taken as vacation.
- (c) Where an Employee requests vacation pay in advance and provides fourteen (14) days written notice prior to the commencement of the vacation, vacation pay shall be provided to the Employee no later than her last scheduled working day prior to vacation.
- (d) Other-than-full-time Employees will have the option of being paid out their vacation pay on an ongoing basis, to be paid along with their wages, or to have the Employer bank their vacation pay to be paid out to them upon their request.
- (e) The Employer will ensure that each Employee's vacation and sick leave banks will be recorded on Employee pay-stubs.**

13.03 Regular vacations are based on continuous years of service with the Company and shall be based on a defined vacation year of April 1st to March 31st of each year. Employees with less than one (1) full year of service as of March 31st of any year shall receive ten **and one-half** (10 ½) hours of vacation entitlement for each full month of service.

13.04 Employees shall take their vacations during the twelve (12) month period following the year in which it was earned. The Company reserves the right to limit the number of Employees who can be absent on vacation at any time only for the purpose of accommodating it's operational requirements.

13.05 Annual vacation shall be regulated on a mutually-agreed basis. In cases of disagreement, seniority shall govern in the Employee's first choice. However, when annual vacations are split, seniority shall only govern in one instance. In order for an Employee to exercise her rights she must make her vacation selection by March 1st of each year.

- 13.06** Employees shall be entitled to receive vacation in an unbroken period.
- 13.07** An Employee who is terminating employment at any time in the vacation year before the Employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation. Standby pay will not be included.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Leave of Absence Without Pay

- (a) Insofar as regular operations of the Employer allow, a leave of absence without pay shall be granted to the Employee, provided the Employee furnishes reasons for requiring such leave. Where the total consecutive months of leave would exceed twenty-four (24) months, the leave shall be granted only in exceptional circumstances.
- (b) A leave of absence for the purpose of employment outside of LaRonge EMS shall be at the sole discretion of the Employer.

14.02 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.

14.03 Requests for Leave of Absence

Except in extenuating circumstances:

- (a) All requests for a leave of absence must be submitted in writing twenty-one (21) days in advance to the immediate supervisor, with a copy to the provincial HSAS office.
- (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.

14.04 Requests shall include dates of commencement and return. The Employer shall provide the Employee with written reasons if a request for leave of absence is denied.

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

14.06 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) working days in the event of the death of the spouse, mother, father, brother, sister, son or daughter, or someone with whom she has an equivalent relationship.
- (b) Up to two (2) days in the event of the death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, or someone with whom she has an equivalent relationship.

In addition, the Employee may request vacation, earned time or unpaid leave of absence as may be required for this purpose.

14.07 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.

- (b) Full-time Employees shall earn family responsibility leave credits at the rate of four (4) hours per month to a maximum of five (5) days. Other than full-time Employees shall earn family responsibility leave credits, prorated based on paid hours.

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

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

14.08 Medical Care

- (a) Employees will be expected to attend a medical physical as per SGI guidelines. The Employer is responsible for any cost associated with this.
- (b) An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay. Such time off shall not exceed sixteen (16) working hours per calendar year.

14.09 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 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.
- (b) When the Employer requires and requests the attendance of an Employee at a conference or workshop, or a 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) Employees attending education as required by College of Paramedics shall be paid their straight time hourly rate, to a maximum of three (3) hours, for each education day.
- (d) Employees undertaking education or training programs deemed mandatory by the Employer will have their tuition, hotel expenses, wages and meals paid for by the Employer.
- (e) The Employee's increment date will not change as a consequence of the first twenty-four (24) months of an educational leave of absence.

14.10 Leave for Union Business

Insofar as the regular operation of the workplace permits, Employees shall be granted a leave of absence without pay for Union business. Except in extenuating circumstances, requests for such leave must be submitted in writing to the immediate supervisor at least fourteen (14) calendar days in advance.

- (a) The Employer agrees to continue to pay normal salary and benefits to the Employees allocated on a short-term basis of thirty-one (31) calendar days or less to attend to Union business and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:
 - (i) Actual lost wages.
 - (ii) Employer's share of Canada Pension contributions.
 - (iii) Employer's share of Employment Insurance premiums.
 - (iv) Employer's share of Pension contributions or equivalent.
 - (v) Employer's share of Group Insurance premiums.
 - (vi) Employer's share of Disability Income contributions.
 - (vii) Workers' Compensation premiums.
 - (viii) Employer's share of Extended Health Premiums.

- (b) On leaves of absence of more than thirty-one (31) calendar days, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an Employee, and will charge the Union, in addition to those costs set forth above, an appropriate amount for the following benefits:
 - (i) Annual vacation
 - (ii) Sick leave
 - (iii) Public holidays
 - (iv) Dental plan premiums

14.11 Maternity, Parental or Adoption Leave

An Employee who is expecting the birth or adoption of a child shall be entitled to Maternity, **Parental** or 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) 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, **Parental** or adoption shall be for up to 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 position, 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, **Parental** or Adoption Leave is affected by layoff, she shall be afforded access to the provisions of Article 10 Layoff and Recalls.
- (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-one (21) 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 **eighteen (18)** months.

- (d) An Employee shall have access to sick leave credits.
- (e) Accrual of seniority when on such leave is calculated as follows:
 - (i) For full-time Employees, seniority shall accrue as if they were working.
 - (ii) For other-than-full-time Employees who have worked for one (1) year or more:

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

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

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

- (f) Supplemental Employment Insurance

Maternity/**Parental**/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan. Employees will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/**Parental** /Adoption Supplemental Employment Benefit (SEB) shall apply to all Employees.

“Eligible Employee” shall mean an Employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or **Parental**/adoption leave, and who is in receipt of Employment Insurance maternity or paternal/adoption benefits.

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the “Employment Insurance Act”, shall be paid a SEB that is equivalent to the

difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of **any waiting period required by EI** and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of the EI maternity benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for **any** waiting period **required by EI** for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of the Employment Insurance (EI) parental/adoption benefits pursuant to the "Employment Insurance Act", shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental/adoption benefits for a maximum of ten (10) weeks.

If a waiting period is required for parental/adoption benefits under the Employment Insurance Act, the Employer will pay seventy-five (75%) of the Employee's regular weekly rate of pay for this waiting period.

In instances where two Employees share the **Parental**/adoption leave and both are in receipt of EI parental/adoption benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the Employee's home position.
- The regular weekly rate of pay shall be determined by multiplying the Full Time Employee's regular weekly work hours by the regular hourly rate of the last day worked prior to the commencement of the leave and

excludes overtime, premiums and allowances.

- Regular weekly work hours for other than full time Employees shall be determined by calculating the average regular hours paid per week over fifty-two (52) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

14.12 Parental Leave

- (a) An Employee shall be granted unpaid parental leave, as provided for by the *Employment Insurance Act*, upon providing the Employer with twenty-one (21) days notice.
- (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 thirty (30) days written notice of intention to return to work or to change the length of leave.
- (d) The Employee shall continue to accrue seniority while on parental leave.

14.13 Interpersonal Violence Leave

The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, employees shall be entitled to a paid leave for a maximum of forty (40) hours and an unpaid leave for a maximum of a further forty (40) hours for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in the Saskatchewan Employment Act (SEA), Section 2-56.1. Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, an employee may request time off in lieu or vacation to maintain income while on the unpaid portion of the leave. After eighty (80) hours, an employee may request to use other applicable leave provisions as per the Collective Agreement.

ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

15.01 The current *Occupational Health and Safety 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.

15.02 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.

15.03 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 immediate supervisor or officer responsible for safety. Alternatively, the Employee may approach any member of the Occupational Health and Safety Committee with the concern.

15.04 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 including but not limited to swearing.

Employees will not be exposed to violence or harassment as defined above.

15.05 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.

15.06 Protective Clothing

Protective clothing and equipment required by the Occupational Health and Safety Regulations shall be provided at no cost to Employees.

15.07 Post-Trauma Counseling

The Employer agrees to develop and/or maintain a post-trauma counseling program. This program shall allow Employees to attend sessions without loss of pay or deduction from their sick leave credits. Employees shall be entitled to up to three (3) hours off while on shift when they have attended to a traumatic call or performed CPR for an extended period of time.

15.08 Workers' Compensation

When an Employee is absent as a result of an accident, occupational illness or disease in connection with the Employee's employment and benefits are being paid by the Workers' Compensation Board, the difference between the Employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the Employee's accumulated sick leave credits. The Employee's vacation credits shall continue to accumulate at the normal rate while the Employee is on Workers' Compensation for a period of up to six (6) months.

- 15.09** The Company shall pay the cost of inoculation for ambulance Employees against Hepatitis B, Tetanus, Diphtheria, Mumps, Measles and Rubella.

ARTICLE 16 – GENERAL PROVISIONS

- 16.01** 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, provided that no offensive, scurrilous or indecent material is posted thereon.

- 16.02** Employees called in for court duty during their vacation period or public holiday will be granted an additional vacation day or public

holiday for each day required to appear in court and receive her regular rate of pay for such day(s) required for such appearances.

- 16.03** All routine maintenance and cleaning of vehicles and equipment are the responsibility of the duty crew.
- 16.04** Employees shall be required to possess and maintain a valid Saskatchewan Driver's License, with valid endorsements, as may be required by Company policy or applicable legislation. In order to retain their employment, Employees shall be responsible for immediately advising the Employer of restrictions placed on their Driver's License or of the loss of such license.
- 16.05** Should the Employer incur additional insurance costs due to the driving record of any Employee who is required to operate a Company vehicle, such additional costs shall be recovered from the Employee by payroll deduction.
- 16.06** (a) The Company shall grant leave with pay to an Employee for the period of time she is required to appear before a 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 her regular duties of the Company. This provision shall not apply in circumstances where the Employee's requirement to attend has resulted from that Employee's negligent or criminal action. If an Employee is required to appear as a witness during her regular shift or on call time, the Employee shall receive her regular rate of pay for the time required for such attendance.
- (b) Employees called in for court duty during their vacation period or public holiday will be granted an additional vacation day or public holiday for each day required to appear in court, and receive her regular rate of pay for such day(s) required for such appearances. All money received by the Employee from the court, except for travel, meal and other expenses, shall be remitted to La Ronge Emergency Medical Services (EMS).

ARTICLE 17 – JOB CLASSIFICATION

- 17.01** The Employer recognizes the very specialized field its Employees work in. Employees will not be required to work outside their scope of practice.

- 17.02** Part-time Employees, who have successfully completed their probationary period, will be given first consideration for available full-time positions, on the basis of seniority.
- 17.03** Term positions will not be created except to back-fill when a permanent Employee is away from her position, unless negotiated with the Union.
- 17.04** Employees who had been working part-time who are hired into full-time positions shall be considered on a trial period in their new position for the first ninety (90) calendar days following the date of appointment to the new position. During this trial period, the Employee may be returned to the former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority, and at the former rate of pay.
- 17.05** 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 to the Union prior to the expiration of her first ninety (90) day trial period.

ARTICLE 18 – JOB DESCRIPTIONS

The Employer agrees to negotiate with the Union job descriptions for all classifications within the scope of this Agreement. Any changes to any job descriptions in the future will be negotiated with the Union.

ARTICLE 19 – NO STRIKE OR LOCK OUT

The Union agrees that during the life of the Agreement, there will be no strike, slow down, stoppage of work or any withdrawal of normally provided services, and the Employer agrees that during the life of the Agreement there shall be no lockouts.

ARTICLE 20 – DISCHARGE AND TERMINATION OF EMPLOYMENT

20.01 Progressive discipline will be used in dealing with Employees whose conduct is not satisfactory.

20.02 No Employee shall be disciplined or discharged for other than just cause.

20.03 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, and the Union Office will be notified.

20.04 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, as follows:

- Two (2) years for discipline up to suspension.
- Three (3) years including suspension or more serious discipline.

20.05 The Union will be provided with a copy of Company policies regarding Employee conduct and discipline, and with copies of amendments to those policies or new policies prior to implementation.

ARTICLE 21 – ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

21.01 Hotel

Actual and reasonable charges supported by a receipt.

21.02 Meals

The Employer will compensate Employees for one meal after five (5) hours, and every five (5) hours worked thereafter, when they are required to be away from base. Employees will be compensated eighteen dollars (\$18.00) per meal.

It is agreed that during such times in which Employees are attending an educational event, or are required to travel for any other reason than responding to a call, the following per diem will apply:

- a) Breakfast seven dollars (\$ 7.00)
- b) Dinner thirteen dollars (\$13.00)
- c) Supper sixteen dollars (\$16.00)

21.03 When Employees are required to use their private vehicle, they will be reimbursed at a rate of fifty-two point one cent (\$.5210) per kilometer.

21.04 Employees who have previously been at work within the last twenty-four (24) hours who are required to return to work shall be paid a minimum of four dollars and fifty cents (\$4.50) per trip, provided that at least three (3) hours has elapsed since the last time they were called back.

21.05 Expenses will be reimbursed **by direct deposit during the pay period following that during which they are submitted by the employee, providing it meets the pay period deadline, and otherwise it will be paid on the following pay period.**

ARTICLE 22 – PROFESSIONAL FEES

The Employer shall reimburse all staff required to maintain registration with the College of Paramedics or any other Regulatory Body for all cost associated with membership, **in accordance with the following provisions:**

(a) As of January 1 of each year, all Employees must have obtained an active license with the Saskatchewan College of Paramedics. The Employer will not be obligated to pay for late filing fees unless the delay is caused by the Employer.

(b) Except where reasonably beyond an Employee's control, Employees are required to maintain an active license while on any leave of absence, and the Employer shall reimburse Employees fully for the associated costs during any such leave of absence.

(c) Employees are required to notify the Employer of any restrictions made to their license without delay.

(d) The Employer is not responsible for paying SCoP fees on restricted and non-practicing licenses. However, upon the lifting of any restrictions the Employer will reimburse the Employee for the cost of the fees.

(e) Except where reasonably beyond an Employee's control, an Employee on a restricted license for a consecutive period of greater than 6 months will be subject to lay off in accordance with the provisions of Article 10.

(f) Should an Employee terminate from LaRonge EMS during the Licensing Year the Employer is entitled to deduct the cost of Professional Fees paid by the Employer on a prorated basis.

ARTICLE 23 – PREVIOUS AGREEMENTS

It is agreed that this Agreement is the only Agreement between the Employer and its Employees, and that it supersedes any arrangements made, or terms and conditions applicable to Employees before signing of the Agreement.

ARTICLE 24 – INCREASES AND PLACEMENT ON WAGE GRID

24.01 Full-time Employees shall be eligible for increments annually from their date of employment, promotion or re-classification, except when they have been on a leave of absence for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave taken.

24.02 Other-than-full-time Employees shall be eligible for increments upon completion of one thousand, seven hundred and twenty-eight (1728) hours of work.

24.03 When an Employee is promoted she will move to the next step on her new pay grid at the first step which allows for an increase to her wage.

ARTICLE 25 – SHIFT AND WEEKEND PREMIUMS

25.01 Employees working an evening or night shift shall be paid at their regular hourly rate plus a shift premium of two dollars and seventy

five cents (\$2.75) per hour for any hours worked between 19:00 and 07:00.

25.02 Weekend premium shall be paid at the rate of two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 00:01 Saturday and 24:00 Sunday. Weekend premiums will not apply where an Employee is receiving overtime pay.

ARTICLE 26 – PROBATIONARY PERIOD

26.01 Length

(a) Full-Time Employees

A full-time Employee shall be on probation during the first eight hundred and sixty-four (864) hours.

(b) Other-Than-Full-Time Employees

An other-than-full-time Employee shall be on probation during the first eight hundred and sixty-four (864) hours.

26.02 Probationary Evaluation

Approximately midway through the probationary period, the Employer will meet with the Employee for the purpose of providing feedback on the Employee's performance.

26.03 Rights of Probationary Employees

During this period, the Employee shall enjoy all the rights and privileges prescribed in the Agreement, except that she will not have access to the grievance or arbitration provisions of the Agreement in the event that she is suspended or discharged. If an Employee is retained for the aforementioned period, the Employee's name shall be placed upon the seniority list and will be credited with seniority back to her date of hire.

26.04 Probationary Termination

At any time during the probationary period, the Employer may terminate the Employee's employment by giving one (1) week's notice, or pay in lieu, except where an Employee is being discharged for irregular conduct and/or violation of the Employer's

rules, in which case, an Employee may be dismissed without notice, provided that the Union shall be notified forthwith of such termination.

26.05 Extension of Probationary Period

Upon mutual agreement between the Union and Employer an extension of the probationary period may be granted. The circumstances warranting the extension shall be communicated to the Employee in writing, including the improvement expected by the Employer and the duration of the probationary extension.

ARTICLE 27 – UNIFORMS

27.01 The Employer will furnish and maintain (launder and repair), without charge, uniforms which the Employer requires an Employee to wear.

27.02 In addition, for EMS Employees the following clothing items shall be provided and paid for by the Employer for each Employee. Clothing shall be sized to fit each Employee with the cost of initial alterations paid for by the Employer. A minimum of one (1) change of shirts and pants or overalls will be made available. Replacement will be supplied for any item that becomes fatigued or is destroyed during use on Company business:

- shirts
- pants or overalls
- outerwear appropriate for the season and conditions
- safety eyewear
- other items that might be required by the Employer or by provincial regulations.

27.03 The Employer shall make available a sufficient number of raincoats, of various sizes, and heavy-duty gloves for hand protection.

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

27.05 The Union and the Employer may negotiate specific provisions for uniforms in particular services. Where specific items and numbers relative to uniforms have been negotiated with the Employer in the

past, those provisions will continue unless mutually agreed otherwise.

ARTICLE 28 – SICK LEAVE

28.01 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.

28.02 Reporting of Absence

An Employee who will be absent from duty as a result of sickness or disability shall notify her immediate supervisor or designate as soon as possible prior to the commencement of her scheduled shift. By failing to do so, except in extenuating circumstances, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work, and the time at which the Employee reported her sickness or disability.

28.03 Certification of Illness or Disability

The Employer reserves the right to request a medical certificate with respect to absence due to illness or disability. This certificate shall be requested prior to or during such illness, disability or medical transport. Employees will not be paid for sick leave if the certificate is not received within five (5) days except in extenuating circumstances

28.04 Accumulation of Sick Leave Credits

(a) Accumulation of Sick Leave Credits

Full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month worked up to a maximum of sixty (60) days. Other-than-full-time Employees shall earn sick leave credits on a pro-rata basis.

After one (1) month of continuous employment, each full-time and other-than-full-time Employee shall be entitled to access sick leave credits accrued from the day of commencement of employment.

Employees will be expected to utilize the short-term disability plan for any illness that lasts more than five (5) days. Should the insurer not accept the Employee's claim for any reason the Employee will continue to have access to her sick leave bank.

(b) All new Employees to the bargaining unit will be given an advance of forty (40) hours of sick leave credits.

28.05 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) Other-than-full-time Employees **(including all part-time and/or casual Employees)** shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill, **and/or for a minimum of three (3) regular hours and twenty-one (21) hours of standby per day scheduled as on call.** Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment, or the average number of paid hours in the fifty-two (52) weeks preceding the illness, **or since their date of hire**, whichever is greater.

ARTICLE 29 – BENEFITS

29.01 The Employer agrees to provide short-term and long-term disability benefits for the Employees who have passed probation. Employees will be entitled to five (5) days of sick leave before being obligated to apply for disability benefits.

29.02 The Employer agrees to continue to provide full extended health benefits for Employees covered by this Agreement **and that the benefits payable and cost to each employee will not change during the life of this Collective Agreement except with respect to the changes provided by Article 29.03.**

29.03 **Effective the same date as the commencement of the 5/5/4 schedule and the Pension Plan, the Employer shall deduct from each Employee enrolled in the benefit plans provided by Article 29.01 the sum of thirty-five (35) dollars per pay period toward the cost of plan premiums. For clarity, this amount shall be in addition to any optional family premiums.**

29.04 Other-than-full-time Employees will be eligible for full benefits if they are scheduled to work **an average of fifteen (15) hours per week** over the next year or have worked **an average of fifteen (15) hours per week** over the past year.

29.05 Pension Plan

Effective the date of implementation of the 5/5/4 schedule as per Article 11.03, all Employees will be enrolled by the Employer in a Registered Retirement Savings Plan (“the pension plan”) administered by Sun Life Assurance Company of Canada (“the plan provider”), or an alternate provider by mutual agreement between the Parties. The pension plan shall operate as follows:

- (a) The Employer shall deduct from each Employee during each pay period their applicable minimum contribution, which the Employer shall match at a 1/1 ratio, and both the Employer and Employee contributions shall be remitted to the plan provider without delay.**
- (b) Minimum contribution levels for both Employees and the Employer shall be as follows:**
 - (i) During an Employee’s first 3 calendar years in the pension plan, 4% of all income (including all wages, premiums and standby pay, and excluding non-wage allowances);**
 - (ii) During an Employee’s 4th and 5th calendar years in the pension plan, 5% of all income (including all wages, premiums and standby pay, and excluding non-wage allowances);**
 - (iii) During an Employee’s 6th and subsequent calendar years in the pension plan, 6% of all income (including all wages, premiums and standby pay, and excluding non-wage allowances).**
- (c) An Employee shall be entitled by request in writing to increase their own contribution beyond the minimum as per (b) above, up to the Employee’s maximum annual contribution limit, which the Employer shall**

begin to deduct without delay upon request. The Employer shall not be required to match any additional Employee contribution beyond the applicable minimum contribution.

- (d) Employee and Employer rights and responsibilities with respect to the pension plan shall be in compliance with CRA guidelines. A summary of the pension plan shall be provided to the Union and to members of the pension plan upon implementation, and to new Employees upon commencement of employment.**
- (e) The Employer shall include, with dues reports provided to the Union, each Employee's pension plan contribution and the Employer's matching contribution for the period of the report.**
- (f) Upon cessation of employment in the bargaining unit, an Employee shall retain access to all Employee/Employer contributions to the pension plan made on their behalf.**

ARTICLE 30 – WAGES

Employees will be paid as per the Provincial HSAS Agreement, and will have their wages adjusted from time to time when increases are negotiated to the Provincial HSAS Agreement.

ARTICLE 31 – NORTHERN BENEFITS

31.01 Northern Allowance

In addition to other pay and allowance provided for by the Collective Agreement, Employee(s) shall receive **the following Northern Allowance payments every two weeks:**

Effective Jan 19 2020	\$96.00
Effective Oct 11 2020	\$98.00
Effective Oct 10 2021	\$100.50

Northern Allowance shall be pro-rated for other-than-full-time Employees. In addition to the above allowance Employees shall

receive any increase in the Northern Allowance in accordance with the Saskatchewan Government and General Employees Union (SGEU) and Public Service Commission (PSC) rates that may occur during the term of this Agreement.

31.02 Health-Related Transportation

Health-related transportation shall be provided to Employees, spouses, or their dependents, to and from the closest location where the required medical or health services are available, except where the Employee requires medical treatment, and has a close professional relationship with the physician or practitioner who would provide the service. Where a close professional relationship does exist, the Employee will be compensated for transportation to the next closest location where services are available.

- (a) The number of Employer paid trips per year for health related reasons is limited to four (4) except where a bona fide emergency exists.
- (b) Transportation shall be paid for any person, other than the person who obtains treatment:
 - (i) if it is necessary for the person who obtains treatment to be escorted during the period of travel; or
 - (ii) no suitable arrangements for the care of the dependent(s) can be made at the work place location, and they must therefore accompany the person obtaining treatment.

(c) Medivac Allowance

An Employee assigned to travel Medivac shall be paid sixty dollars (\$60.00) per round trip in addition to any other provisions of the Collective Agreement.

The parties agree that two (2) Employees will attend for Medivac unless it is decided that a Doctor or Registered Nurse is required, and the LaRonge EMS Employee agrees to attend on his or her own.

Current Employees will be given the one-time option to opt out of Medivac Services. All future Employees will have, as a condition of their employment, that they will provide Medivac Services.

31.03 Staff Accessory Allowance

Employees shall be paid a **staff accessory** allowance in the amount of **three hundred dollars (\$300)** upon hiring and yearly thereafter. This amount shall be pro-rated for other-than-full-time Employees.

Employees will not have to provide receipts to be eligible for this reimbursement.

31.04 Retention Strategies

(a) All Employees shall receive annual retention payments after each year of service. Other-than-full-time Employees will be entitled to the retention payment on a pro-rated basis. The current Retention Benefit is one thousand, nine hundred dollars (\$1,900.00).

(b) Termination

An Employee, who terminates prior to completion of a full year of service, shall be eligible for retention payment on a pro-rated basis if she has completed six (6) or more months of continuous service since her last employment anniversary date. The pro-rated calculation will be in direct relation to her paid hours as compared with full-time annual hours of work.

(c) Employees will receive increases to the Annual Retention Payments when negotiated into the HSAS Provincial Agreement.

(d) Employees who complete one (1) year of service shall be entitled to an extra forty (40) hours of vacation (Special Northern Leave) in addition to their regular vacation entitlement. The extra week of vacation will have been earned by the end of March of each year and will be prorated based on the percentage of hours worked.

WAGES

The parties agree that wages for the EMT/**PCP**, EMT-A/**ICP**, and EMT-P/**ACP** Classifications will be based on the Wage Grid set out in the SAHO/HSAS Collective Agreement and will be increased when the SAHO/HSAS Collective Bargaining Agreement is renegotiated.

When unanticipated changes occur to the SAHO/HSAS Provincial Agreement requiring wage increases, the Union will make best efforts to advise the Employer in writing of the change(s) without undue delay. In the event that receipt of annual funding from the SHA is unexpectedly delayed, the Employer may request in writing to the Union that retroactive payments owing be deferred for up to 90 calendar days from the date of applicability in the SAHO/HSAS Provincial Agreement, within which time such payments shall be made retroactive to such date.

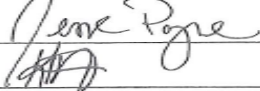
EMR wage rates for such Employees in the bargaining unit as of the date of ratification will continue to be ten percent (10%) less than the EMT/PCP rates set out in the SAHO/HSAS Collective Agreement. This rate will increase from time to time when the EMT/PCP rate is increased in the SAHO/HSAS Collective Agreement.

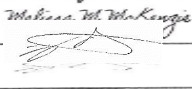
EMR wage rates for Employees commencing employment following the date of ratification will be fifteen percent (15%) less than the base EMT/PCP rates set out in the SAHO/HSAS Collective Agreement. This rate will increase from time to time when the EMT/PCP rate is increased in the SAHO/HSAS Collective Agreement. For clarity, the parties agree that new EMR hires will be utilized for training and casual relief purposes, and will not be used to reduce the number of positions or the volume of work available to existing EMT/PCP, EMT-A/ICP, and EMT-P/ACP classifications.

Signing Page

Ratified July 5, 2021, effective August 1, 2021, and signed this 2nd day of November, 2021, in Saskatoon/La Ronge in the province of Saskatchewan, by the authorized representatives of the Employer and the Union.

On Behalf of the Union





On Behalf of the Employer

