

# **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**

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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 Mamawetan Churchill River Health Region, 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 October 6, 2003 up to and including October 5, 2006 and from year to year thereafter unless notification of desire to renegotiate is given in writing. Such notice shall be given not less than thirty (30) days and not more than sixty (60) 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.

## **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 135 Finlayson Street in the Town of La Ronge, Province of Saskatchewan, and classified as follows:

EMR  
EMT

EMT-A  
Paramedic

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

#### **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** 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, methods and procedures established by the Employer.
- 4.03** 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, 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 – 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 members.

### **6.02 Dues Check-Off**

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 15<sup>th</sup> 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 status (employee type – removed to accommodate employer).
4. Number of hours worked and hourly rate for each employee.
5. Regular earnings for each employee.
6. 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 their 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 the Grievor and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The Grievor 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 Grievor 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 companies 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 maybe, 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 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.
- 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, and all hours an employee has accumulated while working from the last date the employee commenced employment with the Employer. 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 as follows:
  - (i) all call in/back hours
  - (ii)  $\frac{\text{Hours on Standby}}{6} = \text{Hours of Seniority}$

In no case shall an employee accumulate annual seniority in excess of full-time hours (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 employment insurance sick benefits.
- (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.
- (f) Jury duty and court service.
- (g) Vacation leave.
- (h) Leave for elected Public Office.
- (i) Union leave.
- (j) All maternity/paternity/adoption/parental leave.
- (k) Education leave up to twenty-four (24) 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 in excess of one hundred and nineteen (119) calendar days.
- (e) 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 with all Employers within a Health Region.
- (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 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 all Employers within the Health Region for more than three (3) years.

#### **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 January 31<sup>st</sup> of each year. An up-to-date seniority list shall be posted in places accessible to all employees by March 1<sup>st</sup> 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 lay-offs are avoided wherever possible, any reduction in the work force be done with the least possible disruption, and whenever a lay-off is necessary the most senior employee be retained. They agree to meet whenever any reduction is anticipated with a view to furthering these principles and seeking alternatives to lay-offs.

#### **10.02 Lay-off Defined**

Lay-off will mean:

(a) A job abolition/elimination.

(b) A reduction in the normal hours of work of a permanent full-time employee or a reduction in hours of work of a part-time employee as stipulated in her Letter of Appointment.

#### **10.03 Discussion Of Implementation**

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

#### **10.04 Seniority**

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

The up-dated seniority list shall include the employees' accumulated seniority up to and including the date the employer notifies the union of pending lay-offs. This seniority cut-off date shall apply to each employee affected by lay-offs, 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 Lay-off**

Notice of lay-off 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 25.08. 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 their 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 lay-off 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 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 lay-off 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 lay-off, and the hours worked prior to lay-off will be credited towards the next increment date.

### **10.11 Sick And Vacation Credits**

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

### **10.12 Time Limit**

Laid off employees 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** 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.

### **11.02 EMT-P, EMT-A, EMT and EMR**

(a) The Employer agrees that the scheduling practice for employees to work will be two (2) day shifts of twelve (12) hours per day. During these shifts the employee will be on call for the twelve (12) hour night shift. This will be followed by two (2) twenty-four (24) hour on call shifts, followed by two (2) night shifts of twelve (12) hours per night. During these shifts the employee will be on call for the day shift. This will be followed by six (6) consecutive days off.

(b) All hours worked in excess of twelve (12) hours in a day or three hundred and twenty-four (324) in a fifty-six (56) day rotation shall be paid at overtime rates.

(c) 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, which ever is greater.

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

#### **11.04 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 their 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.

#### **11.05 Minimum Report Time**

Any employee reporting to work shall be paid no less than (3) hours at their regular rate of pay.

#### **11.06 Split Shifts**

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

#### **11.07 Phone Calls After Hours**

An employee who receives work related phone calls after leaving their work place shall be paid for one-half ( $\frac{1}{2}$ ) hour at their regular rate of pay.

**11.08** Overtime rates or premiums referred shall be paid to other-than-full-time employees.

**11.09** Standby rates will be paid as follows:

- \$2.19 per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours
- \$4.12 per hour for each hour on standby on days off and Public Holidays with a minimum payment for (8) eight hours.
- This payment will not be paid during hours in which the employee is called in to work and is receiving regular or overtime pay.

**11.10** The hours of work of an employee working less than the normal fulltime hours as set out above in this Article may be expanded up to the normal hours of work without the payment of overtime. Any hours worked above twelve (12) hours in a day will be considered overtime.

**11.11** Overtime can be taken by the employee as time in lieu by mutual agreement between the parties.

## **ARTICLE 12 – STATUTORY HOLIDAYS**

**12.01** The Employer agrees to recognize the following Statutory Holidays:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Saskatchewan Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Aboriginal Day

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 Saturday Or Sunday Holiday**

(a) For employees who are regularly scheduled to work Monday through Friday;

- (i) when the public holiday falls on a Sunday, the holiday will be observed on the following Monday;
- (ii) when the public holiday falls on a Saturday, the holiday will be observed on the previous Friday.

(b) For employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

### **12.03 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 a 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/Vacation

Where a Public Holiday falls on an employee’s day(s) off, or during the employees’ 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.

**12.04 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 times (1½) 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

Number Of Paid Hours In The Immediately Preceding <u>Four Weeks</u>	X	Normal Full-Time Hours/Day	X	Hourly Rate Of Pay	=	Public Holiday Pay Entitlement
150						

(b) Public Holiday On Day Off/Vacation

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.

**12.05 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 (1<sup>st</sup>) and subsequent years, including the third (3<sup>rd</sup>) year of continuous employment, 10 hours credited per month.
- (b) During the fourth (4<sup>th</sup>) and subsequent years, including the fourteenth (14<sup>th</sup>) year of continuous employment, 13.5 hours credited per month.
- (c) During the fifteenth (15<sup>th</sup>) and subsequent years, including the twenty-fourth (24<sup>th</sup>) year of continuous employment 16.5 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 times (x) 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.

**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 1<sup>st</sup> to March 31<sup>st</sup> of each year. Employees with less than one (1) full year of service as of March 31<sup>st</sup> of any year shall receive ten (10) 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 its 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 1<sup>st</sup> 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.

## **ARTICLE 14 – LEAVE OF ABSENCE**

**14.01** Insofar as regular operation of the Employer allows, 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.

**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 Request For Leave Of Absence**

Except in extenuating circumstances:

(a) All requests for 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 they have an equivalent relationship.
- (b) Up to two (2) days in the event of the death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, or someone with whom they have 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.

#### **14.08 Medical Care**

Employees will be expected to attend a medical physical at least once every three (3) years. The Employer is responsible for any cost associated with this.

#### **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 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 Saskatchewan Health shall be paid their straight time hourly rate to a maximum of three (3) hours for each education day.
- (d) Employees undertaking the following certification and re-certification programs, ACLS, BTLS, CPR, PALS and EMD and any other specific certification and re-certification programs deemed mandatory by the employer will have their tuition, hotel expenses and meals paid for by the Employer. If the employee is scheduled to work on the day they are in training they will be paid at their regular rate of pay.
- (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.
- (f) The Employer is committed to providing continuing education for his employees and commits to providing one in-service training session every three months. Employees will be paid full wages for all such training.

#### **14.10 Leave For Union Business**

Insofar as the regular operation of the workplace permits, employees shall be granted 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.

#### **14.12 Maternity/Paternity/Adoption Leave**

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

The following conditions shall apply:

(a) Leave of Absence for maternity/paternity/adoption shall be for up to eighteen (18) months as requested by the employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.

(b) Upon return from such leave, the employee will resume employment in the same or in a comparable position at the same step and range of pay occupied prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption leave is affected by lay off, she shall be afforded access to the provisions of Article 10, Layoff And Work Resumption.

(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 twelve (12) 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:

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

#### **14.13 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.

### **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 or scurrilous or indecent material is posted thereon.
- 16.02** Employees called in for court duty during their vacation period or Statutory holiday will be granted an additional vacation day or Statutory holiday for each day required to appear in court and receive his/her regular rate of pay for such day or days 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 driving Saskatchewan Operator'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 Operator'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 he is required to appear before court, judge, magistrate, coroner, or peace officer as a defendant or witness, where the requirement to appear is a direct result of the performance of their regular duties of the Company. 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 Statutory holiday will be granted an additional vacation day or Statutory holiday for each day required to appear in court and receive his/her regular rate of pay for such day or days 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 it's 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.

## **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 of the 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 for every five (5) hour period they are required to be away from base. Employees will be compensated twelve dollars (\$12.00) 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 | \$ 7.00 |
| b) Dinner    | \$13.00 |
| c) Supper    | \$16.00 |

**21.03** When employees are required to use their private vehicle they will be reimbursed at a rate of thirty-six point one cents (.361¢) per kilometer.

**21.04** Expenses will be reimbursed on a separate cheque and paid to the employee with their pay cheque. Expenses will be reimbursed within two (2) weeks from the date which they are submitted.

## **ARTICLE 22 – 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 23 – INCREASES AND PLACEMENT ON WAGE GRID**

- 23.01** 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 that thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave taken.
- 23.02** 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 24 – SHIFT AND WEEKEND PREMIUMS**

- 24.01** Employees working an evening or night shift shall be paid at their regular hourly rate plus a shift premium of one dollar and fifty cents (\$1.<sup>50</sup>) an hour for any hours worked between 1900 hours and 0700 hours.
- 24.02** Weekend premium shall be paid at the rate of one dollar and twenty-five cents (\$1.<sup>25</sup>) an hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an employee is receiving overtime pay.

## **ARTICLE 25 – PROBATIONARY PERIOD**

### **25.01 Length**

#### **(a) Full-Time Employees**

A full-time employee shall be on probation during the first 1092 hours worked.

#### **(b) Other-Than-Full-Time Employees**

An other-than-full-time employee shall be on probation during the first 1092 hours worked, or twelve (12) months, whichever occurs first.

### **25.02 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.

### **25.03 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.

#### **25.04 Probationary Termination**

At any time during the probationary period, the Employer may terminate the employee's employment by giving one 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.

### **ARTICLE 26 – UNIFORMS**

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

**26.02** 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/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 coveralls
- outerwear appropriate for the season and conditions
- safety eyewear
- other items that might be required by the Employer or by provincial regulations.

**26.03** Employees will be reimbursed for the purchase of footwear appropriate for work duties upon presentation of receipt. Replacement shall be provided, as required, upon presentation of footwear. Where practicable, footwear will be worn for work related duties only.

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

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

**26.07** The Union and the Employer may negotiate specific provisions for uniforms in particular services. Where specific items and numbers relative to uniforms has been negotiated with the Employer in the past, those provisions will continue unless mutually agreed otherwise.

## **ARTICLE 27 – SICK LEAVE**

### **27.01 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.

### **27.02 Reporting Of Absence**

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

### **27.03 Certification Of Illness/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 as referred to in Article 30.03.

### **27.04 Accumulation Of Sick Leave Credits**

Full-time employees shall accumulate sick leave credits at the rate of one and one quarter (1¼) 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 three (3) days. Should the insurer not accept the employee's claim for any reason the employee will continue to have access to their sick leave bank.

### **27.05 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) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of

paid hours in the fifty-two (52) weeks preceding the illness, whichever is greater.

- (c) Casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled, prior to becoming ill. Outside the posted and confirmed period, a casual employee who remains unable to work due to illness shall have access to sick leave credits based on the average number of paid hours in the fifty two (52) weeks preceding the illness, or since date of hire, whichever is less, provided the employee has worked a minimum of 780 hours during that period.

## **ARTICLE 28 – BENEFITS**

**28.01** The Employer agrees to provide short-term and long-term disability benefits for the employees.

**28.02** The Employer agrees to continue to provide full extended health benefits for employees covered by this agreement.

## **ARTICLE 29 – 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. For convenience the current wage rate will be attached to this Agreement but this grid will be adjusted during the term of this Agreement as the Provincial HSAS agreement is renegotiated.

## **ARTICLE 30 – NORTHERN BENEFITS**

### **30.01 Northern Allowance**

In addition to other pay and allowance provided for by the Collective Agreement, employee(s) shall receive a monthly \$86.00 payable at the end of each month.

Northern Allowance shall be pro-rated for employees working less than full-time. In addition to the above allowance employees shall receive any increase (October 1, 2003 or any other date during the life of the Agreement) in the Northern Allowance in accordance with the Saskatchewan Government and General Employees Union (SGEU) and Public Service Commission (PSC) rates.

### **30.02 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/health services are available, except where the employee requires medical treatment

and has a close professional relationship with the physician/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 an additional amount over and above any other provisions of the Collective Agreement as follows:

- |                               |         |
|-------------------------------|---------|
| 1). Trips less than 100 miles | \$30.00 |
| 2). Trips less than 175 miles | \$40.00 |
| 3). Trips more than 175 miles | \$60.00 |

The parties agree that two (2) employees will attend for Medivac unless it is decided that a doctor or registered nurse is required or unless the aircraft being utilized restricts room or weight so that only one (1) employee can attend.

**30.03 Clothing Allowance**

Employees shall be paid a winter clothing allowance in the amount of one hundred dollars (\$100.<sup>00</sup>) upon hiring and yearly thereafter. This amount shall be pro-rated for employees working less than full-time hours.

**30.04 Retention Strategies**

- (a) All employees shall receive annual retention payments in the amount of \$1447.<sup>03</sup> upon ratification of this contract. Thereafter employees shall receive the retention payment annually on their hiring anniversary date. Employees shall receive increases to annual retention payments when negotiated into the Provincial HSAS agreement.

(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.

## NOTE ON RETROACTIVITY

Employees will be paid retroactive pay for all hours worked since the expiration of the last agreement as per the wage rate on page 80 of the Provincial HSAS Agreement. Premium pay will be calculated and paid retroactively to the expiration of the Agreement.

The new provisions for Medivac come into effect on date of signing and will not be considered for retroactive pay.

## WAGE GRIDS

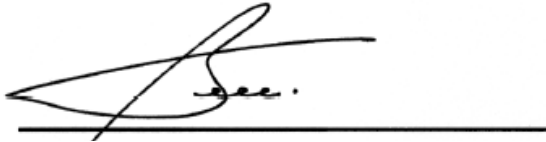
**In effect October 6, 2003 (this grid will be updated when the Provincial HSAS rates are increased)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<b>EMR</b>	\$15.39	\$16.00	\$16.48	\$17.31	\$18.00	\$18.72
<b>EMT</b>	\$16.932	\$17.609	\$18.313	\$19.046	\$19.808	\$20.600
<b>EMT Coordinator</b>	\$18.286	\$19.018	\$19.778	\$20.570	\$21.392	\$22.248
<b>EMTA</b>	\$17.778	\$18.489	\$19.229	\$19.998	\$20.798	\$21.630
<b>EMTA Coordinator</b>	\$19.201	\$19.969	\$20.767	\$21.598	\$22.462	\$23.260
<b>EMTP</b>	\$21.411	\$22.268	\$23.158	\$24.085	\$25.048	\$26.050
<b>EMTP Coordinator</b>	\$23.124	\$24.049	\$25.011	\$26.011	\$27.052	\$28.134



Signed this 6<sup>th</sup> day of June, 2004 A.D., in the town of La Ronge, Saskatchewan.

Signed on behalf of the Employer

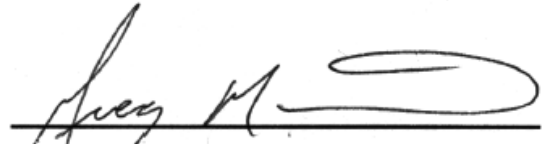
A handwritten signature in black ink, appearing to read "Eric Bell", written over a horizontal line.

Eric Bell, Manager  
La Ronge Emergency Medical Services

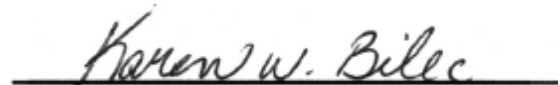
Signed on Behalf of the Union

A handwritten signature in black ink, appearing to read "Kevin Glass", written over a horizontal line.

Kevin Glass, Labour Relations Officer  
HSAS Negotiating Committee

A handwritten signature in black ink, appearing to read "Greg Merriman", written over a horizontal line.

Greg Merriman, EMT  
HSAS Negotiating Committee

A handwritten signature in black ink, appearing to read "Karen W. Bilec", written over a horizontal line.

Karen Bilec, EMT  
HSAS Negotiating Committee