


COLLECTIVE AGREEMENT

BETWEEN

CUPE  3324
The
Paramedic's Union on PEI

AND

 **ISLAND**
EMS

January 1, 2016 – December 31st, 2018

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PREAMBLE

- (a) Whereas it is the desire of both Parties to this Agreement:
- (i) to ensure for the community a high standard of emergency health care;
 - (ii) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
 - (iii) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - (iv) to encourage efficiency in operations;
 - (v) to promote morale, well-being and security of all the Employees in the Bargaining Unit of the Union.
- (b) And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement. Now, therefore, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 "Advanced Life Support" (ALS) means Intermediate Care Paramedic (ICP) and/or Advanced Care Paramedic (ACP).
- 1.02 "Area" means Montague **Base**, Souris Base, Charlottetown Base, Summerside Base, O'Leary **Base** and Alberton Base.
- 1.03 "Basic Life Support" (BLS) means Primary Care Paramedic (PCP).
- 1.04 "Business Day" means Monday to Friday and shall exclude Saturday, Sunday and Statutory holidays.
- 1.05 "Casual" means an employee who is employed to work on a day-to-day basis as required.
- 1.06 "Employee" means:
- (a) A permanent full-time **individual** who works a regular schedule of hours of work as specified in Article 15 and who has completed the probationary period **of 1092 hours pursuant to Article 12.03.**
 - (b) A permanent part-time **individual** who works less than the fully prescribed hours of work on a recurring and regular basis and who has completed the probationary period. Except as otherwise specified, part-time employees

are covered by all articles in this collective agreement on a pro-rata basis.

- 1.07 "Employer" means Island EMS Inc.
- 1.08 "Fiscal Year" means from April 1st to March 31st.
- 1.09 "Holiday" means the twenty-four (24) hour period commencing at midnight on a calendar day designated as a holiday pursuant to Article 19.
- 1.10 "Probationary Employee" means a full-time or part-time **individual** who has not completed the probationary period of **1092 hours pursuant to Article 12.03** and who, after thirty (30) calendar days, becomes a member of the Bargaining Unit.
- 1.11 "Service" means the total accumulated regular hours of work up to the maximum full-time equivalency with the Employer.
- 1.12 "Site" means the base at which an employee is stationed.
- 1.13 "Temporary Employee" means one who is employed to work for a specified period of time to fill a position which is vacant due to the absence of a permanent employee through a leave of absence granted pursuant to Articles 21 (Leave of Absence), 22 (Sick Leave), 23 (Workers' Compensation), 25 (Maternity/Parental) and 33 (Training and Upgrading), which exceeds two (2) calendar months but not more than twenty-four (24) months.

For clarity, a casual employee filling as a temporary employee shall be covered by article 11 (Discharge, Suspension and Discipline) provided (with the exception of existing casual employees with more than one year of service) he/she has completed the equivalent of the probationary period for full or part-time employees and been found "suitable" by the Employer
- 1.14 "Union" means the Canadian Union of Public Employees, Local 3324.
- 1.15 "Working Day" means a regularly scheduled shift.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage its business and direct the work force in accordance with its commitments and responsibilities. These rights include but are not limited to the following:
 - (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;

- (b) to direct, hire, promote, demote, transfer, suspend, discipline or dismiss employees and to assign employees to shifts;
- (c) evaluate jobs, classify positions and specify the employee's duties;
- (d) to manage and operate the Company in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to require suitable dress, to schedule the work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of the safety and wellbeing of the public; and
- (e) to maintain the competence of employees, management reserves the right to rotate staff at each base.

2.02 These rights shall not be exercised in a manner inconsistent with the expressed provision of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees Local 3324 as the sole and exclusive bargaining agent for all permanent full-time and part-time, temporary and casual employees engaged as Paramedics at Island EMS as described in the Labour Relations Board Decision #006014 dated July 21, 2006 but excluding Dispatchers, General Manager, Supervisors, Operations Coordinator, Officers of the Company, Owners, Secretarial Staff, O.J.T. Students, and those persons excluded by the *Labour Act*.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which conflicts with the terms of this Collective Agreement.

3.03 Bargaining Unit Work

Persons whose jobs are not in the bargaining unit shall not be permitted to work on jobs which are included in the bargaining unit except for supervisors and management personnel who are paramedics, for the purpose of maintaining their certification, instruction, experimentation, in emergencies, or declared emergencies when regular employees are not readily available.

3.04 Casual Employee Benefits

- (a) Casual employees shall be paid at an hourly rate, which is twelve (12)

percent greater than Step 1 in the classification for which the employee is employed. This calculation allows for pay in lieu of monetary benefits under this agreement.

- (b) Casual employees shall be covered by the following articles in this agreement:

| | |
|--------------------|--------------------------------------|
| Article 1 | Definitions |
| Article 2 | Management Rights |
| Article 3 | Recognition |
| Article 4 | No Discrimination |
| Article 5 | Union Security |
| Article 6 | Employer Will Acquaint New Employees |
| Article 7 | Correspondence |
| Article 8 | Bargaining Relations |
| Article 9 | Grievance Procedure |
| Article 10 | Arbitration |
| Article 11 | Discharge, Suspension and Discipline |
| (subject to 11.05) | |
| Article 13 | Promotions |
| Article 15 | Hours of Work |
| Article 16 | On Call |
| Article 17 | Call In |
| Article 18.1 | Overtime |
| Article 18.4 | Overtime |
| Article 23 | Workers' Compensation |
| Article 26 | Payment of Wages and Allowances |
| Article 31 | Continuance of Operations |
| Article 32 | Uniforms (on an as needed basis) |
| Article 33 | Training and Upgrading |
| Article 38 | Term of Agreement |

For purposes of clarity, Articles 18.02 and 18.03 do not apply to casual employees.

- 3.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have management-escorted access to the Employer's premises during regular office hours in order to investigate and assist in the settlement of a grievance.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree there shall be no discrimination practiced with respect to any employee in the matter of age, creed, colour or race, ethnic or national origin,

religion, political belief, sex or marital status, sexual orientation, source of income, family status, physical disability or mental disability, nor by reason of membership or activity in the Union. Harassment shall be considered discrimination under this article. The parties agree that bullying is a form of harassment.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union after thirty (30) calendar days of employment.
- 5.02 The Employer shall deduct from salary all dues or assessments levied by the Union on its members.
- 5.03 The sums deducted pursuant to this Article shall be remitted to the Secretary-Treasurer of the National Union prior to the 15th of the month following the month in which deductions are made.
- 5.04 At the same time, Income Tax (T4) slips are made available, the Employer shall include the amount of union dues paid by each employee in the previous year.
- 5.05 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this article.

ARTICLE 6 - EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the article dealing with Union Security.
- 6.02 The Union orientation meeting will be held during working hours, on Employer premises, by the Union Area Representative. The Union Area Representative will arrange the orientation period in cooperation with the Employer.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this Agreement shall pass to and from the General Manager, Island EMS, P.O. Box 212, Charlottetown, PEI, C1A 7K4 or delegate and the Recording Secretary of CUPE Local 3324 or delegate. The Employer will be informed of any changes that may occur from

time to time.

- 7.02 The Employer shall provide the Union with the names and classifications of employees who commence or terminate employment, and the effective dates thereof, by the 15th of the following month.
- 7.03 The Employer shall inform each new employee of their type of appointment in writing upon commencement of employment.
- 7.04 The Employer agrees to continue a direct deposit payroll system.

ARTICLE 8 - BARGAINING RELATIONS

- 8.01 The Union Bargaining Committee shall consist of five (5) employees who shall have the right to attend negotiating sessions held on the employee's scheduled shift without loss of remuneration. The Union will provide the Employer with the names of the five (5) employees, thirty (30) days prior to the commencement of negotiations.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 Grievance shall be defined as any dispute arising out of the interpretation or alleged violation of the Collective Agreement.

- 9.02 Complaint Stage

The Parties to this Agreement recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For this reason, it is understood that if an employee has a complaint, the employee shall discuss it with the Area Representative, who will in turn discuss it with the immediate supervisor as soon as possible and in any case within the ten (10) business days from the date upon which the subject of the complaint occurred, or the employee became aware of it being a complaint. The Area Representative and the Supervisor shall initial the minutes of the meeting and a copy shall be provided to the Area Representative within seven (7) business days of the decision.

- 9.03 Step I – Failing settlement of a complaint, the aggrieved employee accompanied by an Area Representative, or the Area Representative only, in the event a group of employees is involved, shall submit the grievance in writing to the General Manager within seven (7) business days from the immediate supervisor's reply to the complaint. The General Manager shall have a maximum of seven (7) business days to render a decision.

Step II – Failing satisfactory settlement being reached in Step I, the Union shall, within twenty (20) business days from the day the General Manager rendered a decision, refer the dispute to arbitration.

- 9.04 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.
- 9.05 The time limits specified in this Article may be extended by mutual agreement of the parties.
- 9.06 Replies to grievances shall be in writing at all stages.

ARTICLE 10 – ARBITRATION

- 10.01 Where either Party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other Party indicating the name and address of its nominee to an Arbitration Board. The two nominees shall then select an impartial Chairperson. A single Arbitrator may be appointed by mutual agreement between the Parties.
- 10.02 If the Party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within ten (10) business days of their appointment, the appointment shall be made by the Minister responsible for Labour for the Province of Prince Edward Island upon request of either Party.
- 10.03 The Arbitration Board shall determine its own procedure within the terms of this Agreement and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within four (4) calendar weeks from the time the Chairman is appointed or within such longer time as may be mutually agreed upon.
- 10.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable as long as it does not conflict with the provisions of the Agreement.
- 10.05 Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the

Board to clarify the decision which it shall do within one (1) calendar week.

10.06 Each Party shall pay:

(a) The fees and expenses of the nominee it appoints.

(b) One-half of the fees and expenses of the Chairperson.

10.07 The time limits outlined in this article may be extended by mutual agreement of the Parties.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 A permanent employee may be dismissed or disciplined but only for just cause, the burden of which shall rest with the Employer. When an employee is discharged or suspended, the employee shall be given the reason in writing by the Employer within ten (10) business days with a copy to the Recording Secretary of the Local Union.

11.02 A probationary employee may be terminated by the Employer and there shall be no recourse to the grievance – arbitration procedure.

11.03 A permanent employee who considers that they have been unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Step I of the Grievance Procedure shall be omitted in such cases. Such grievances shall be filed within ten (10) business days of the date of the discharge or suspension.

11.04 (a) An employee, upon giving twenty-four (24) hours (Monday-Friday) notice, may examine their employee file during regular office hours and shall have the right to respond in writing to any document contained therein. The employee shall have the right to make copies of any material contained in their file. References shall not be shown or made available to the employee.

(b) The record of an employee shall not be used against them providing the employee has eighteen (18) months of work which is discipline free.

11.05 A casual employee who has worked 1092 hours and has been found “suitable” by the Employer shall be covered by Article 11. Casual employees on staff with Island EMS as of February 2nd, 2015, who have more than one year of service are deemed “suitable” and, therefore, covered by Article 11.

11.06 Where an Employee is subject to an investigation by the Employer or the Emergency Medical Services Board, the Employee may be placed on a

paid leave of absence for the duration of the investigation. The leave of absence shall be with pay unless the licensing body has issued an interim suspension of the employee's ability to practice, in which case the leave of absence shall be without pay.

ARTICLE 12 – SENIORITY

- 12.01 Seniority, commencing with the date of employment in a permanent position, shall operate on a bargaining unit wide basis.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each employee's employment in a permanent position commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January **and July** of each year. Employees will have thirty (30) calendar days from the posting of the seniority list to challenge their seniority date. Upon presentation of proof of error by an employee, or the Union, or the Employer, such error shall be corrected.
- 12.03 A newly hired employee shall have their seniority recognized on completion of the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment in a permanent position. The probationary period shall be equal to one-half (1/2) of the regular annual hours of work for a permanent full-time employee calculated from the initial date of employment. During the probationary period, employees shall be entitled to all rights and benefits of the Agreement. **For clarity, the regular annual hours of work for a permanent full-time employee shall be 2184 and the probationary period shall be 1092 hours.**
- 12.04 An employee shall lose seniority rights in the event that the employee:
- (a) Voluntarily leaves the service of the Employer;
 - (b) Is discharged for just cause and is not reinstated;
 - (c) is absent from work without notifying the Employer;
 - (d) Is laid off for a period of eighteen (18) months;
 - (e) Fails to return to work within three (3) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness and notice of such sickness is given to the Supervisor before the expiration of one (1) calendar week aforesaid. It shall be the responsibility of the employee to keep the Employer informed of their current address.

- 12.05 (i) Two (2) or more Employees with the same seniority date hired prior to April 1st, 2006, shall have their relative seniority determined as follows:
- (a) by first day worked, then
 - (b) by the date of birth of the affected employees (i.e. the employee with the earliest DOB would be senior).
- (ii) Two (2) or more Employees with the same seniority date hired on or after April 1st, 2006, shall have their relative seniority determined as follows:
- (a) by first day worked, then
 - (b) by first shift worked (for example, the Employee whose first shift started at 7 a.m. would be senior to an Employee whose first shift started at 7 p.m.); and then
 - (c) by the date of birth of the affected employees (i.e. the employee with the earliest DOB would be senior).

ARTICLE 13 – PROMOTIONS, APPOINTMENTS AND STAFF CHANGES

- 13.01 (a) When a vacancy occurs within the Bargaining Unit, the Employer shall post notice of the position on the company website for fourteen (14) calendar days and in addition will send an e-mail notification to all bargaining unit employees announcing the posting.
- (b) A temporary vacancy created by a leave of absence granted pursuant to Articles 21 (Leave of Absence), 22 (Sick Leave), 23 (Workers' Compensation), 25 (Maternity/Parental Leave) and 33 (Training and Upgrading) which exceeds two (2) calendar months shall be posted in accordance with this article. Employees must complete the term of a Temporary position prior to being eligible to apply for another Temporary position; however, an Employee may move to another Temporary position in the event there is less than four (4) weeks remaining in the original Temporary position.
- (c) The Employer shall post the position in accordance with operational needs.
- 13.02 (a) Such notice shall contain the following information: nature of position, area in which the position is located, qualifications required, knowledge and

education, skills, shift, wage or salary rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

- (b) Job postings for PCP positions are for PCP and ICP applicants only.
- 13.03
- (a) Appointment shall first be made of the applicant with the necessary qualifications and ability to perform the work. Where qualifications and ability are equal, seniority shall govern. **The appointment of the successful applicant shall be made within 30 days of the expiry of the fourteen (14) day posting period in Article 13.01(a).**
 - (b) If there are no qualified applicants, consideration for appointment shall be given to the senior applicant who does not possess the required qualifications but is enrolled and accepted in the program pursuant to Article 33.03 (ACP Leave of Absence) prior to filling a vacancy. Such an employee will be given a trial period for a maximum of eighteen (18) months to qualify as an ACP. The employee will revert to their former position if the required qualifications are not met.
 - (c) If there are no qualified permanent applicants available after exhausting all steps through paragraphs 13.03 (a) & (b) above, then Temporary applicants and Casual applicants with at least two years' employment with the Employer from their date of hire possessing the necessary qualifications and ability to perform the work, shall be processed.
 - (d) If there are no qualified permanent or temporary applicants or Casual applicants with at least two years' employment with the Employer from their date of hire available after exhausting all steps through paragraphs 13.03 (a), (b) & (c) above, then all remaining Casual applicants possessing the necessary qualifications and ability to perform the work shall be processed.
 - (e) If the Employer is unable to fill any position created by the reduction in hours, the Employer has the option to offer the available shifts to all employees at straight time rates until the vacancies are filled.
- 13.04 Outside advertising to fill a position shall not commence until the provisions of Article 13.03 have been completed.
- 13.05 When an Employee is the successful applicant, such Employee shall be placed in the position on a trial basis for an established period not to exceed ninety (90) calendar days. Conditional on satisfactory performance, the employee shall be declared permanent. If the individual proves unsatisfactory during the trial period, then they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- 13.06 (a) An employee who accepts **the added duties of Senior Operations Paramedic** as a result of a job posting shall **assume the additional duties** for a trial period not exceeding ninety (90) calendar days. If the employee proves unsatisfactory or **does not wish to fulfil the additional duties of Senior Operations Paramedic**, the employee shall be **released of these duties** within two (2) weeks. Employees designated as Senior Operations Paramedics shall receive the following premiums above their rate of pay: \$2.50. This premium is **paid for half of the employee's** regularly scheduled hours only.
- (c) The Senior Operations Paramedic (SOP) Alternate is expected to fulfill the SOP role as required to support operations. The SOP Alternate will be called up when additional SOP duties are required. Alternate SOP will only be compensated when they are acting in the role of SOP, all other scheduled hours will be compensated at their current rate of pay. SOP Alternate duties may include, but are not limited to, the completion and submission of payroll for supervisory approval, special projects, fleet support, and call-in for staffing and provide additional operational support to the field as required. Major clinical, operational and human resources components of this position includes demonstrating clinical leadership, facilitating service direction, assisting staff in building capacities, helping implement changes to improve service levels and maintaining ongoing relationships with external stakeholders.

A list of detailed duties will be included in the postings of such above mentioned SOP Alternate position.

- 13.07 A long term vacancy created by an employee being absent due to illness or injury for a period of less than twenty-four (24) months leave without pay from the Employer shall be posted in accordance with article 13.01 (b).
- 13.08 If the employee who is absent due to illness or injury without pay returns to work during the twenty-four (24) month period and subsequently returns to leave of absence due to the same illness or injury, the temporary return to work shall not interrupt the twenty-four (24) month period unless the temporary return to work exceeds thirty (30) calendar days.
- 13.09 If a long-term vacancy due to illness or injury exceeds twenty-four (24) months, and there is no available accommodation option for the employee in the workplace, and there is no objective medical evidence that the Employee will be able to return to work in the foreseeable future, the vacant position shall be filled in the usual manner and the employee who is absent shall be laid off and the provisions of Article 14.03 shall apply.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 In the event of a reduction of the workforce in the Area, employees with the least seniority shall be laid off first within that Area, providing the more senior employees have the qualifications and ability to perform the work.
- 14.02 Employees shall be recalled in order of their seniority provided they possess the necessary qualifications and ability to perform the work.
- 14.03 No new employees shall be hired until employees on layoff have been given an opportunity of recall. Names shall be placed on a recall list for not more than eighteen (18) months.
- 14.04 Employees who are to be laid off shall be notified thirty (30) business days in advance of the layoff.
- 14.05 Grievances concerning layoffs and recalls shall be initiated at Step II of the Grievance Procedure within ten (10) business days.
- 14.06 For greater clarification, any member of the bargaining unit employed prior to April 1, 2006 shall not be laid off during the life of this Agreement.
 - (a) Employees in the BLS classification who are employees as of the signing of this Agreement will not be laid off for the purpose of creating an ALS position.
 - (b) Employees who are hired after the signing of this Agreement may be laid off by classification within the Area. The least senior person within the classification selected for reduction shall be the person laid off first.
 - (c) If they so choose, the person displaced from an Area has the option of displacing the most junior person within their classification within the Province.

ARTICLE 15 – HOURS OF WORK

- 15.01 (a) The hours of work for permanent full-time employees shall be forty-two (42) hours per week averaged over the rotation.
- (b) Part-time employees will be scheduled based on their full-time equivalency averaged over a rotation.
- (c) Any additional hours shall be offered to qualified and available part-time employees before a casual employee is called in.

- 15.02 Employees shall be entitled to bank all hours in excess of the hours stipulated in 15.01(a) above at the applicable rate.
- 15.03 Shifts shall be twenty-four (24) and (12) hours except that the Employer may adjust shift duration to meet operational requirements for day ambulances. Employees who prefer to work twelve (12) hour shifts instead of twenty-four (24) hours shifts may be permitted to do so following discussion with the Employer and the Union. Where the Employer introduces additional hours to the organization or moves ambulances permanently from one base to another as a result of the consolidation of services, the Employer will meet with the Union to devise the schedule required to meet operational requirements. Employees who fill vacant positions and newly hired employees may be assigned shift durations to meet operational requirements. Such shift durations will form part of the job posting.
- 15.04 A regular work schedule for employees shall be posted in an appropriate place four (4) calendar weeks in advance. The schedule shall not be changed without giving the employee thirty (30) days written notice. No employee shall have their bi-weekly pay reduced as a result of a change in the employee's shift schedule. This provision refers to changes in scheduling only and does not include changes in hours of work for part-time employees who work in excess of their minimum employment guarantee resulting from changes required to meet operational requirements. These excess shifts will not be cancelled with less than 12 hours' notice for part-time employees.
- 15.05 Effective **the first full pay period following the signing of this collective agreement**, Employees will be entitled to a shift premium of **\$0.75** cents per hour for all hours worked Monday to Friday between 1730 and 0800 hours and a weekend premium of **\$0.75** cents per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

Effective **the first full pay period in January 2018**, Employees will be entitled to a shift premium of **\$0.90** cents per hour for all hours worked Monday to Friday between 1730 and 0800 hours and a weekend premium of **\$0.90** cents per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

These premiums are not to be pyramided.

ARTICLE 16 – ON-CALL

16.01 On-Call

- (a) On-call is a condition of employment whereby employees are required,

and so designated by the Employer, to maintain themselves immediately available for work during a defined period outside the regular hours of work. Employees shall be paid \$2.50 each hour they are scheduled to be on-call.

- (i) The following order of priority in the assignment of on-call shifts shall apply:
 - Permanent part-time employees who have volunteered to have their name placed on the call list, up to full-time hours;
 - Casual employees;
 - Other permanent part-time employees, up to full-time hours; and
 - Permanent full-time or part-time employees who have volunteered to work on call over and above full-time hours.
 - (ii) Permanent full-time and permanent part-time employees will be given an opportunity to indicate their willingness to have their names placed on the on-call availability lists. At the beginning of each month, employees may either have their names added to or deleted from the on-call availability lists, with twenty-four (24) hours' notice.
 - (iii) Permanent full-time employees will not be required to be designated for on-call.
- (b) The employee on-call is required to report for duty when called and will be paid the applicable rate in lieu of the \$2.50, commencing the time of the employee logging in to work. When reporting for duty, the employee will be guaranteed a minimum of four (4) hours pay.

The employee shall be required to carry a pager and the Employer shall pay all costs associated with the pager.

ARTICLE 17 – CALL-IN

- 17.01 Call-In is a system by which employees indicate their availability for extra shifts.
- 17.02 The Employer shall first offer extra shifts to permanent part-time employees up to the full-time equivalency.
- 17.03 If the Employer is unable to obtain sufficient permanent part-time employees, the Employer shall then offer extra shifts to casual employees up to the full-time equivalency.
- 17.04 (a) If the Employer is still unable to fill the shifts, then the Employer shall offer the shifts to permanent full-time employees but at the overtime rates at time and one-half (1 ½) the regular rate of pay.

- (b) If the Employer is unable to fill a shift left vacant by an employee attending the ACP Course under Article 33, the Employer has the option, in this case only, to offer the available shifts to a permanent full-time or part-time employee at straight time.

17.05 Call – In System

- (a) The call-in system will be based on three (3) availability lists which will be prepared by both Area and province wide. In both cases, the lists will be by classification that is BLS (PCP) and ALS (ICP/ACP):
 - (i) The first list shall include permanent part-time employees.
 - (ii) The second list shall include casual employees.
 - (iii) The third list shall include permanent full-time employees.
- (b) Employees will be given an opportunity to indicate their willingness to have their names placed on the availability lists. At the beginning of each month, employees may either have their name added to or deleted from the availability lists, with twenty-four (24) hours' notice.
- (c) An employee who places their name on an availability list shall provide the Employer with at least one contact number, but no more than two (2) contact numbers. If the employee is unable to be reached, the Employer is not obligated to wait before proceeding to the next name on the list.
- (d) The lists referred to in (a) shall initially be arranged in order of seniority. An employee who accepts a call-in shall be moved to the bottom of the availability list from which the employee was called. An employee who refuses a call-in shall be moved to the bottom of the availability list. If an employee adds their name to the availability list, the Employer shall place the employee on the availability list by starting at the top of each list and placing the employee immediately above the first employee on the list who is less senior than the employee being added.
- (e) Where the Employer has less than twelve (12) hours' notice of the need for a call-in, the Employer is unrestricted in offering the shifts.
- (f) Where the Employer has twelve (12) hours' notice or more, the Employer shall administer the call-in system based on the Area availability lists only, first by the classification being replaced (BLS/ALS) and then by the other classification. If no one on the Area availability list is available or can be contacted at the time of the call, the Employer can then offer shifts to employees on the provincial list.

ARTICLE 18 – OVERTIME

- 18.01 An employee who is required to work uninterrupted in excess of the scheduled workday shall be paid at the rate of one and one-half (1 ½) the regular rate of pay. Overtime must be authorized by the Employer.
- 18.02 In lieu of pay for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed by the employee and the Employer.
- 18.03 Any hours remaining in the bank as of the last pay in March in any year shall be paid out on the first pay in April.
- 18.04 An employee must work at least fifteen (15) minutes beyond the employee's regular shift before being eligible for overtime.
- 18.05 Call-Back – Permanent Employees
- (a) Employees who are called out and report for work after their regular working day or on days other than their normal working day will be paid a minimum of four (4) hours at the overtime rate, whether work is available or not. If an employee receives further call-backs within two (2) hours of the first call-back, the employee shall be compensated for only one call-back. An employee is deemed to be "called out" under this article when, during the period between the employee's regularly scheduled shifts, the employee is informed of the requirement to return to work and the employee does return to work.

ARTICLE 19 – HOLIDAYS

- 19.01 (a) The Employer agrees that the following shall be designated as paid Holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Islander Day | |

- (b) Each permanent **full-time** employee shall be granted one (1) Float Holiday per calendar year and shall be paid or be granted equivalent time off at a time mutually agreed between the employee and the Employer.

- (c) And any other new day proclaimed by the Federal or Provincial Government.
- 19.02 (a) It is understood that an employee who is not scheduled to work on the Holiday as defined in Article 19.01 shall be granted twelve (12) hours pay at the regular rate of pay.
- (d) Part-time employees shall be paid on a pro-rata basis on their full-time equivalency. Part-time employees shall accrue 5.538 hours of **paid** holiday time for every eighty-four (84) hours worked in a two-week pay period. The accrual shall be prorated for those working less than full time in a pay period. No Employee shall accrue more than 5.538 hours in a two-week pay period. Any hours remaining in the bank as of the last pay in March in any year, shall be paid out on the first pay in April.
- 19.03 An employee who is required to work on a paid holiday shall receive premium pay at the rate of one and one-half (1½) the regular rate of pay for all hours worked on the Holiday in addition to pay received under Article 19.02.
- 19.04 Notwithstanding the above, an employee who works on the Holiday, upon his/her request, may take time off with pay in lieu of the premium pay outlined in Article 19.03. Such time will be banked and available for payout at a mutually agreed upon time between the employee and the Employer. Any hours remaining in the bank as of the last pay in March in any year, shall be paid out on the first pay in April.
- 19.05 In the event any of the above Holidays fall on an employee's day off, at the option of the employee, the employee shall be paid or be granted equivalent time off at a time mutually agreed between the employee and the Employer.
- 19.06 This Article does not apply to an employee who is absent without pay on either the employee's scheduled working day immediately preceding or the employee's scheduled working day immediately following the designated holiday (for example, employees on unpaid leave, suspension without pay or layoff are not eligible).
- 19.07 Christmas Day or New Year's Day
- (a) Employees who are scheduled to work on both Christmas Day and New Year's Day may, prior to November 30, request to be scheduled off for one (1) of the days.
 - (b) Employees who are scheduled to work Christmas Day after having worked Christmas Day the previous year may, prior to November 30, request to be scheduled off on Christmas Day.

- (c) Upon receipt of a request under paragraph (a) or (b), the Employer will make reasonable efforts, subject to operational requirements, to accommodate the request by scheduling a replacement.

ARTICLE 20 – VACATION

- 20.01 Effective the signing date of the agreement, the Employer agrees to grant employees annual vacation with pay in accordance with continuous years of employment on the following basis:
 - (i) Employees with one (1) year or less of complete service shall have two (2) weeks vacation on a pro rated basis;
 - (ii) Employees with more than one (1) complete year of service but less than ten (10) years of service – three (3) week's vacation;
 - (iii) Employees with ten (10) complete years of service but less than fifteen (15) years of service – four (4) weeks vacation;
 - (iv) Employees with fifteen (15) complete years of service but less than twenty-five (25) years of service – five (5) weeks vacation;
 - (v) Employees with more than twenty-five (25) years of service – six (6) weeks vacation.
- 20.02 Weeks of vacation leave under Article 20.01 will be converted to hours on the basis of one (1) week being equivalent to the average number of hours in an employee's regularly scheduled work week.
- 20.03 The vacation year shall be April 1 to March 31, inclusive.
- 20.04 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed to bank an additional twelve (12) hours with pay to be taken at a time mutually agreed between the employee and the Employer.
- 20.05 An employee terminating employment at any time in the vacation year prior to using their earned vacation shall be entitled to a proportionate payment of wages in lieu of such vacation prior to termination. An employee, upon separation from the Employer shall compensate the Employer for vacation which was taken but not earned at the time.
- 20.06 During the months of July and August, vacation shall be taken on a seniority basis within each base. During this period, an employee may use a maximum of two (2) **full shift rotations** of vacation. Vacation requests shall not be denied provided operational requirements are met.
- 20.07 Vacation requests for **the April 1 to March 31 vacation year** shall be submitted, in writing to the supervisor, no later than **the preceding December**

31st. Selection for vacation shall be on a seniority basis within each base. The vacation schedules for the year shall be posted by March 1st of each year. Vacation requests shall not be denied provided operational requirements are met. Approvals are based on the employee's current assignment and may be subject to change if they transfer to another assignment, particularly a different base. Vacation requests after the December 31st deadline shall be on a first come, first served basis.

- 20.08 Employees will be eligible to carry over no more than forty-eight (48) hours of vacation per year.
- 20.09 With the exception of the forty-eight (48) hours of vacation carry-over, any vacation credits not utilized as of the last pay in March shall be paid out on the first pay in April.
- 20.10 Employees will not be eligible for vacation advances.
- 20.11 Vacation will be pro-rated based on when the employee begins employment in the fiscal year.
- 20.12 Part-time employees shall be entitled to vacation pro-rated on their full-time equivalency. At the end of each month, the Employer shall calculate the full-time equivalency **based on the total number of paid hours excluding overtime.** The employee shall be paid the percentage difference or such time will be banked and available for payout at a mutually agreed upon time between the employee and the Employer. Any hours remaining in the bank as of the last pay in March in any year shall be paid out on the first pay in April.
- 20.13 Employees shall accrue, but shall not be granted, vacation until the completion of their probationary period.
- 20.14 An employee hospitalized during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. He shall have his vacation days rescheduled at a later date.**

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Court Appearances or Jury Duty

- (a) The Employer shall grant leave of absence without loss of seniority benefits to an employee who is required by court order, summons, or subpoena to appear as a juror or witness in any court. The Employer shall pay such an employee their regular rate of pay for time spent in court and the Employee shall turn over any payment received as witness fee,

excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

- (b) Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.
- (c) This leave of absence shall not be granted if the court action is in conjunction with the employee's personal affairs.

21.02 The employer may grant a leave of absence with or without pay to an employee. No leave request shall be unreasonably denied.

21.03 Provided the Employer receives at least forty-eight (48) hours' notice and operational requirements permit, leave of absence with pay and without loss of seniority shall be granted upon request to an employee elected or appointed to fulfill obligations under this Agreement. The Union shall reimburse the Employer for all payroll costs associated with the leave. The forty-eight (48) hours' notice shall be waived in extenuating circumstances.

21.04 Union Business

Leave of absence with pay may be granted:

- (a) To attend contract preparation meetings;
- (b) To attend meetings concerning Union business held locally, interprovincially, nationally or internationally.

The Union shall request such leave of absence at least five (5) business days prior to the proposed leave whenever possible.

21.05 Reimbursement by Union

The Union shall submit a list to the Employer within ten (10) days indicating the names, dates and hours for those employees granted leave specified in Article 21.04. No later than thirty (30) days of being invoiced, the Union shall reimburse the Employer one-hundred percent of the salary paid to such employee for the leave approved in Article 21.04.

21.06 Leave for Emergency

An employee shall be granted leave of absence with pay of two (2) shifts per fiscal year to attend to an emergency of a nature not provided elsewhere in this Agreement, which cannot be attended to by others or attended to by an employee at a time when the employee is normally off duty. In the event of

special circumstances, the leave may be extended into the employee's next scheduled shift, subject to a maximum of twenty-four (24) hours in total.

21.07 Military Leave

Employees who are employed by the Department of National Defense shall be granted leave of absence without pay but without loss of seniority for military duties, provided that five (5) working days' notice is given or notice is given as soon as reasonable and practical in the circumstances, if less than five (5) days.

ARTICLE 22 - SICK LEAVE

22.01 Sick leave is provided to enable eligible employees to be absent from a scheduled shift during periods of illness or injury without suffering loss of their regular pay or benefits. **Part-time Employees shall be eligible to use sick leave for any shifts forming part of their guaranteed employment as well as any extra shifts scheduled at least fourteen (14) days in advance.**

22.02 Sick leave shall be granted, if not already exhausted, when an employee is absent from work by virtue of being ill or because of injury. Sick leave is to be taken only for the above reasons.

22.03 (a) For any sick leave exceeding three (3) days, a medical certificate shall be required by the Employer as proof of illness.

(b) In cases of established patterns of sick leave usage, the Employer reserves the right to require a medical certificate for any period of illness.

22.04 Effective the signing date of this agreement, each employee shall accumulate sick leave credits at the rate of eighteen (18) hours for each one hundred and eighty-two (182) hours of service. The maximum accumulation shall be four hundred and thirty-two (432) hours.

22.05 Other Uses for Sick Leave

An employee may also use their sick leave allowance for the following purpose:

(a) Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to two (2) working days per fiscal year, in order to engage in personal preventative medical and dental care, subject to providing as much notice as reasonably possible to the Employer, and subject to operational requirements. Leave shall not be unreasonably refused; for example, the Employer shall give consideration to whether the appointment is with a specialist and/or for an

emergency.

(b) Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, father or mother and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying their immediate management supervisor, leave with pay up to four (4) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the employee's return to work.

22.06 EI Rebate

The Employer agrees that the employees' share of the EI Premium Rebate will be credited to the Union and if this is not possible, the Employer agrees to apply it to the employees' share of the group insurance premiums.

ARTICLE 23 – WORKERS' COMPENSATION

23.01 (a) All employees shall be covered by the *Act*. No employee shall have their employment terminated as a result of being absent from work with a compensable accident.

(b) Employees shall be entitled to draw upon their sick leave bank during the Workers' Compensation Act three (3) day waiting period. If the employee subsequently receives Workers' Compensation benefits for the waiting period, the employee shall reimburse the Employer for the days drawn, which the Employer shall restore to the employee's sick leave bank.

23.02 The Employer shall continue to pay its share of the employee's benefits where the employee, prior to an injury, participated in the Group Medical Insurance Plan described in Article 27 and will continue to pay its share of pension contribution.

23.03 The Employer may fill a position vacated by an employee who is on Workers' Compensation following a two (2) year period and if the employee returns to work, the Employer may layoff an employee in accordance with Article 14 Layoff and Recall.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 (a) An employee shall be granted bereavement leave with pay for a maximum of five (5) consecutive calendar days, one of which is the day

of the funeral, in the event of death of the employee's mother, father, step-father, step-mother, step-sister, step-brother, spouse, brother, sister, child, step-child, ward of the employee, daughter-in-law, son-in-law, common law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, fiancée, fiancé and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) An employee shall be granted bereavement leave with pay for one (1) calendar day to attend the funeral of an aunt, uncle, niece, nephew, or grandparent-in-law.
- (c) An employee shall only be paid for those working days the employee was regularly scheduled to work on the above noted consecutive calendar days.
- (d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to the employee's vacation or sick leave credits.

24.02 Pallbearer

- (a) An employee who is scheduled to work and is required to act as a pallbearer shall be granted up to one (1) calendar day, where necessary, to fulfill other functions and obligations normally expected of a pallbearer.
- (b) An employee who is scheduled to work and is required to fulfill other funeral responsibilities shall be granted up to one (1) day without pay.

24.03 Out of Province Travel

Employees may be granted up to two (2) days for out of province travel for purposes of attending the funeral and shall be paid for those travel days which are not regularly scheduled days of rest.

- 24.04 The above entitlement is subject to the provision that proper notification is made to the Employer.

ARTICLE 25 - MATERNITY/PARENTAL LEAVE

- 25.01 Maternity/Parental leave shall be granted in accordance with the *PEI Employment Standards Act*.

Supplementary Employment Benefit

The parties agree that the Supplements to EI Maternity Benefits will be provided to employees who commence maternity leave.

The Supplements to EI will be provided as follows:

- (a) An employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that the employee has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act*, shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly Employment Insurance (EI) benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's weekly pay, less any other earnings received by the employee during the benefit period which may result in a decrease in EI benefits to which the employee would have been eligible if no other earnings had been received during this period.
- (b) An employee under (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work. Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro-rata basis.

"Regular rate of pay" shall mean the rate of pay the employee was receiving at the time the leave commenced but does not include retroactive adjustment of rate of pay, overtime or any other form of supplementary compensation.

An employee mentioned in (a) above who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to seventy-five percent (75%) of their weekly pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.

25.02 Leave for Birth or Adoption of Child

An employee shall be granted leave with pay of three (3) days either:

- (a) where an employee's spouse gives birth to a child; or
- (b) for the purpose of adoption of a child pursuant to the laws of the Province.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

- 26.01 (a) The Employer shall pay wages in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- (b) Any person who has a claim for retroactive pay hereunder and who is not employed on the date of signing of this agreement shall make claim by notice in writing to Island EMS within forty-five (45) calendar days from the signing of this agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay.
- 26.02 Meal expenses shall be reimbursed by the Employer, through direct deposit, upon provision of receipts according to the following:
- (a) Out of Province
- The Employer agrees to provide up to \$25.00 per employee per trip for a meal allowance while out of province on Employer business.
- (b) In Province
- Employees, while on duty, that are away from their scheduled base for more than six (6) consecutive hours, shall be paid a meal allowance of \$10.00.

ARTICLE 27 - EMPLOYEE BENEFITS

- 27.01 Group Insurance
- (a) The Employer shall implement and maintain the proposed Group Life, Medical and Dental and Long Term Disability plans. The plan is to be cost shared equally between the employee and the Employer.
- (b) Part-time employees who work at least 40% of full-time hours, shall be eligible to participate in the group medical, dental, life insurance and LTD plans, cost shared equally with the Employer.
- 27.02 Pension
- (a) Employees who have completed five hundred (500) hours of service shall contribute five percent (5.25%) of regular earnings to a defined benefit pension plan and the Employer shall match the employee's contributions (as outlined in Memorandum of Agreement #1).

- (b) For the avoidance of doubt, regular earnings shall include wages on all work up to, but not exceeding, the employee's regularly scheduled hours per week.
- 27.03 (a) An employee's benefits will be maintained by the Employer during an **unpaid** leave of absence; however, the premium costs of such benefits shall be paid by the employee during the leave.
- (b) Employees on maternity leave pursuant to article 25.01 shall be entitled to continuation of benefits and pension under the existing cost-sharing arrangements.
- (c) **While an employee is on leave attending ACP school, the Employer shall pay one hundred percent (100%) of the employee's group insurance premiums for medical, extended health and life insurance.**
- 27.04 It shall be a condition of employment for all eligible employees to participate in the Group Benefits plans. **Employees may opt out of the Health and Dental plans provided they are** covered under another plan (i.e. spouse's plan). Proof of coverage is required.
- The parties acknowledge that notwithstanding Article 27.04, there are a number of employees not presently enrolled in the group life insurance and group long term disability insurance programs. Any existing exempt employees may continue with their current exemption so long as permitted by the insurance carrier and the contract of insurance.**
- 27.05 The benefits outlined in the Group Insurance and Pension plans may be subject to any restrictions imposed by the plan administrators.
- 27.06 Matters of general concern and/or any revisions regarding employee benefits under this Article shall be referred to the Labour Management Committee established pursuant to Article 34.

ARTICLE 28 - SEVERANCE/RETIREMENT PAY

28.01 Severance Pay

- (a) For the purpose of this Article:

"retirement" means to withdraw from active working life with the Employer or the exercising of the Multi-Sector Pension Plan;

"continuous service" means uninterrupted employment with the Employer.

- (b) All employees who have five (5) or more years of continuous service shall be entitled to severance pay on termination provided such termination is for one of the following reasons:
 - (i) retirement after age fifty-five (55); or
 - (ii) on or after reaching age fifty-five (55) and not eligible for pension; or
 - (iii) involuntary termination due to position abolishment or layoff; or
 - (iv) termination of employment due to permanent disability; or
 - (v) in the event of death, the severance pay entitlement shall be paid to the employee's estate.

- 28.02 (a) The severance pay entitlement is an amount equal to forty-two (42) hours pay for each two thousand one hundred and eighty-four (2184) regular hours worked per year to a maximum of eight hundred and forty (840) hours pay for employees. Calculations shall be based on the current rate of pay in effect for the employee.
 - (b) Hours worked under this Article shall mean paid regular hours. Paid regular hours include injury on duty and maternity leave.

- 28.03 At the written request of the employee, any severance pay payable under this Article will be paid to the employee at the beginning of the calendar year immediately following the year of termination rather than during the year of termination.

- 28.04 Periods of leave of absence without pay shall not constitute a break in "continuous service" for the purposes of the Article.

- 28.05 For the purpose of this Article, an employee shall be considered to have a permanent disability if the employee, due to illness or injury, is unable to perform the functions of their position or any other position within the Employer.

ARTICLE 29 - GENERAL CONDITIONS

- 29.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

- 29.02 Providing forty-eight (48) hours' notice is given and it is agreed to by the Supervisor, an employee may be entitled to arrange to change shifts. Permission shall not be unreasonably withheld.

- 29.03 Copies of the Agreement

The Employer shall have printed sufficient copies of the Agreement that employees in the Union may have a copy within a reasonable time after the signing of this Agreement. A copy of the Agreement shall be given to every employee. The cost of such printing is to be shared on a 50/50 basis between the Employer and the Union.

29.04 Rate of Pay During Accident Investigation

All employees covered by this Agreement who, while operating vehicles or equipment maintained by the Employer, become involved in any collision or accident with the said vehicle or mobile equipment, will continue to receive their normal rate of pay until the investigation of the collision or accident has been completed by the Employer.

29.05 Crew Quarters

- (a) The Employer agrees to make the following available to employees at crew quarters at no cost to employees:
- (i) access to telephone;
 - (i) food preparation area;
 - (ii) fridge and microwave and stove;
 - (iii) toilet and shower facilities;
 - (iv) personal lockers;
 - (v) adequate furniture – sofa, chairs, tables, desk;
 - (vi) appropriate ventilation equipment;
 - (vii) sleeping quarters and beds
 - (viii) dishes, pots, silverware;
 - (ix) potable drinking water (if the tap water is potable, the Employer will pay for a cooler if employees based at the site pay for bottled water).
 - (x) A 30-inch television (minimum) supplied for each base.
- (b) Employees that are posted outside the crew quarters shall, to the extent possible, be posted in an area that provides for adequate washroom facilities and adequate eating establishments. If an adequate eating establishment is available, the employee shall be compensated for the meals pursuant to Article 26. If an adequate eating establishment is not available, the employee shall be allowed to return to their base during the meal period.
- (c) The Employer shall arrange for professional cleaning of each base as follows: floors and carpets to be cleaned on a quarterly basis; walls and windows to be cleaned on an annual basis.

29.06 Driver's License

Each employee shall be required to:

- (a) advise the Employer as soon as reasonably possible if the license allowing the employee to drive an ambulance (presently Class 4 or equivalent) is suspended or revoked or if there are any charges which may affect the validity of the driver's license; and
- (b) upon the Employer's request, provide a driver's abstract, with all costs incurred to be at the Employer's expense.

29.07 EMS Board Registration

All employees must, as a condition of employment, be registered with the Province's Minister of Health at the PCP, ICP or ACP level. It is understood that the Employer will adhere to all rulings by the EMS Board regarding registration.

29.08 Deep Cleaning of Vehicles

Employees who are required to clean vehicles are not required to do the following work on the exterior of the vehicle: waxing, detarring or tire dressing.

29.09 Body Removal

Employees shall not normally be required to remove and transport deceased persons.

ARTICLE 30 - PRECEDENCE OF LEGISLATION

- 30.01 If any Article of this Agreement shall be found to be in conflict with any statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

ARTICLE 31 – CONTINUANCE OF OPERATIONS

- 31.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspension, slowdown of work, or picketing and to this end, the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down their work or picketing.

31.02 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

ARTICLE 32 – UNIFORMS

32.01 **Upon employment with Island EMS, a newly hired employee will receive the following items:**

**Group A - Four (4) shirts;
Four (4) pairs of EMS pants;**

**Group B - One (1) pair of rain pants;
One (1) 3 Seasons or Equivalent Jacket;
One (1) black 2-2 1/2" belt;
Five (5) pairs of socks;
One (1) winter toque;
One (1) ball cap;
One (1) sweater;**

**Group C - Two (2) pairs of scrubs for those Employees
working in the Collaborative Emergency Care (CEC)**

Items in Groups B and C shall be replaced by the Employer as reasonably required upon return of the worn out or damaged items. The Employer will make reasonable efforts to supply and replace the items in a timely manner.

Employees will be responsible for the replacement of all items in Group A as detailed below. It is expected of the employee to show up for work with uniforms in respectable, clean and professional condition.

32.02 **Each fiscal year each employee shall be allotted the dollar equivalent of four (4) pairs of pants and four (4) shirts from the Employer's uniform vendor to purchase any of the items from Group A or any other approved standard uniform or Employer approved equipment list.**

Any Employee that has not completed the probationary period by April 1st shall not be eligible for this allowance. Casual employees that have worked fewer than 50% of full-time equivalent hours in the previous fiscal year shall have their allowance prorated.

(a) **The Employer shall reimburse employees for the cost of replacing CSA approved black safety boots to a maximum of \$180.00 every two (2) years. The employee shall provide a receipt for the purchase and shall be reimbursed**

through direct deposit. In exceptional circumstances, the Employer will consider such reimbursement before the expiry of two (2) years.

- (b) Uniforms that have become contaminated, stained or damaged while on duty will be cleaned or replaced by the Employer.
- (c) Upon termination of employment, employees shall return their uniform to the Employer prior to receiving their final pay.

ARTICLE 33 – TRAINING AND UPGRADING

33.01 Attendance at training or upgrading programs may or may not be remunerated depending upon the nature of the program; however, when an employee is required and directed by the Employer to take any additional courses relevant to the employee's work, the employee shall not suffer any loss of pay or benefits and such courses shall be paid by the Employer. No overtime shall apply as a result of the implementation of this article.

33.02 Attendance at staff meetings and medical advisor meetings is voluntary and employees shall not be compensated when participating in these meetings while off duty.

33.03 ACP Leave of Absence

Upon request of an employee and subject to operational requirements, the Employer shall grant a leave of absence for the purpose of attending ACP school, in accordance with the following terms and conditions:

- (i) application: The employee shall make the request by submitting the Employer's "Education Request Form" and "Leave of Absence Request Form", together with proof of the employee's acceptance into the program for which leave is requested, all in accordance with the procedure set out in the Employer's policy on Educational Leave Assistance;
- (ii) approved program: The proposed Paramedic education program must be CMA approved, unless waived by the Employer, and meet EMS standards. It is understood that distance education programs, while the employee shall remain gainfully employed with the Employer, qualify for ACP funding under this article.
- (iii) basis for selection: Preference shall be given to applicants based on seniority, who apply by June 30th each year, provided where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees to be granted leave at any one time.

- (iv) financial assistance: The Employer will provide eight thousand dollars (\$8,000) in financial assistance, to be used for program fees, for a maximum of three (3) employees attending the ACP school per fiscal year and up to four (4) employees participating in the ACP distance learning program per fiscal year. For clarity, the four (4) employees participating in the ACP distance learning program, shall share eight thousand dollars (\$8,000) per fiscal year for the three (3) years of their program(s), (i.e. \$2,000 per employee per year of their respective program.
- (v) service and seniority: While on such leave, service and seniority shall be deemed continuous and an employee shall continue to accrue and accumulate service and seniority credits, provided however service accumulated during such leave shall not be used for the purpose of calculating vacation leave credits and sick leave credits.
- (vi) return to service: Employees who receive the eight thousand dollars (\$8,000) financial assistance are required to return to service with the Employer at the employee's regular site for fifteen (15) months following completion of ACP school – and will be required to sign the Employer's "Agreement for Return to Service" form before the Employer disburses any financial assistance. If an employee fails to meet the service commitment, the employee is required to repay the financial assistance, prorated based on the amount of the unfulfilled commitment. (For example, an employee who only fulfills six (6) months of the fifteen (15) month commitment will be required to repay sixty percent (60%) of the financial assistance). An employee may, at the discretion of the Employer, be released from the employee's service commitment.

For the purposes of Article 33.03, "employee" means a permanent employee (that is a Full-time employee or Regular Part-time employee).

- 33.04 Effective April 1, 2014 the Employer shall provide for ACLS, PALS and CPR sufficient for all employees to maintain licensure.

ARTICLE 34 – LABOUR MANAGEMENT

- 34.01 A Labour Management Committee shall be established by the Employer consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.
- 34.02 A representative of the Employer and the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 34.03 The Committee shall concern itself with the following general matters:
- (a) Considering constructive criticisms of all activities, so that better relations shall exist between the Employer and the employees;
 - (b) Improving and extending services to the public;
 - (c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and
 - (d) Correcting conditions causing grievances and misunderstandings.
- 34.04 The Committee shall meet as required at the call of the joint chairpersons at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least three (3) business days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 34.05 Minutes of each meeting of the Committee shall be forwarded to the Union and the Employer within ten (10) business days following the meeting.
- 34.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- 34.07 The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 35 – HEALTH AND SAFETY COMMITTEE

- 35.01 (a) Each base shall have employee representation on a Health and Safety Committee. The Committee shall meet as required at the call of the joint chairpersons at a mutually agreeable time and place. The Committee shall jointly consider health and safety conditions and make recommendations for improvement, if necessary.
- (b) Where a written recommendation has been made by the Committee to the Employer, the Employer shall respond in writing to the Committee before the next scheduled meeting outlining what action, if any, has been taken on the recommendation(s).
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

- (d) Employees shall not suffer any loss of pay for time spent attending Committee meetings.

35.02 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

35.03 Employee Assistance Program (EAP)

The Employer agrees to provide an EAP service to employees of Island EMS and will establish such service jointly with the Union within a reasonable amount of time of signing the agreement.

- 35.04 Effective the signing of this agreement, the Employer will provide professionally qualified Critical Incident Stress Management (CISM) services to any employee who seeks such services from the Employer.

ARTICLE 36 – DUTY TO ACCOMODATE

- 36.01 The Employer acknowledges its duty to accommodate employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act*.

- 36.02 The Union acknowledges its duty to cooperate and assist the Employer in developing accommodation options for an employee.

- 36.03 The disabled employee has a duty to cooperate and assist the Employer in developing an accommodation.

- 36.04 The Parties agree that the following factors shall be considered in determining whether undue hardship would occur in a given situation:

- a) interchangeability of the workforce and facilities;
- b) whether the employee's job itself exacerbates the disability;
- c) the extent of the disruption of the collective agreement;
- d) the effect on the rights of other employees;

- e) costs to the Employer;
- f) the impact on the safety of the individual, other employees or the general public.

36.05 Accommodation Process

- (a) In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled employee to perform the essential functions of the employee's current position.
- (b) Where no reasonable modifications are available, the disabled employee may request or be transferred to a position for which the employee is qualified, where the duties are within the employee's capabilities.
- (c) For the purpose of Section (b) of this Article, employees to be accommodated shall be given preference over new employees and over employees who have not been affected by disability or layoff.
- (d) If the accommodated employee transfers to a position at a lower pay level, the employee shall continue to be paid at the pay rate for the position the employee held immediately prior to the disability until such time as the rate of pay for the lower paid position equals or exceeds the pre-disability rate.

ARTICLE 37 – RESIGNATION

37.01 Notice of Resignation

An employee will provide the Employer with two (2) weeks notification in writing of their intention to resign from their employment with Island EMS, provided however the Employer may accept a shorter period of notice.

37.02 Failure to Give Notice

An employee who fails to give notice required by Article 37.01, shall be struck from the payroll effective the date the employee is absent without leave, and shall have deducted from monies owed to the employee by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to the employee for the period of notice which the employee failed to work.

ARTICLE 38 - TERM OF AGREEMENT

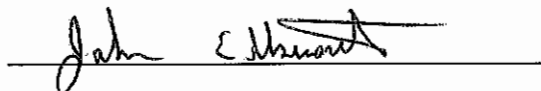
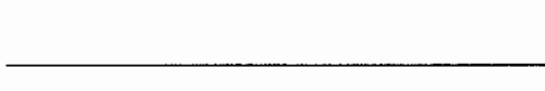
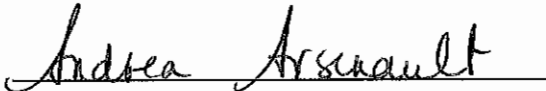
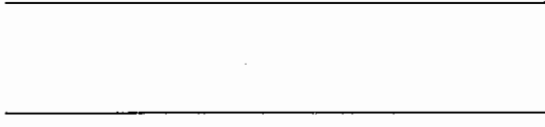
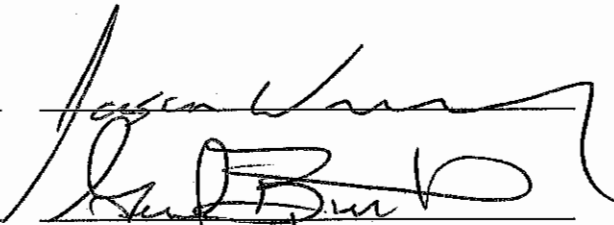
38.01 This Agreement shall be binding and remain in effect from **January 1, 2016** to

December 31st, 2018 and shall continue thereafter from year to year, unless either Party gives notice to the other Party in writing at least sixty (60) days prior to the expiry date that it desires its termination or amendment.

Dated at Charlottetown, Prince Edward Island, this 25th day of December, 2016.

Island EMS Inc.

Canadian Union of Public Employees,
Local 3324



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Appendix A

Wage Rates

| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-----------|-----|-------|--------|---------|---------|---------|---------|---------|
| 01-Jan-16 | PCP | 1.00% | Hourly | \$20.99 | \$22.09 | \$22.77 | \$23.48 | \$24.19 |
| | ICP | 1.00% | Hourly | \$22.81 | \$23.52 | \$24.24 | \$25.00 | \$25.77 |
| | ACP | 1.00% | Hourly | \$25.96 | \$26.73 | \$27.52 | \$28.34 | \$29.18 |
| 01-Jul-16 | PCP | 1.00% | Hourly | \$21.20 | \$22.31 | \$22.99 | \$23.72 | \$24.43 |
| | ICP | 1.00% | Hourly | \$23.03 | \$23.76 | \$24.48 | \$25.25 | \$26.02 |
| | ACP | 1.00% | Hourly | \$26.22 | \$27.00 | \$27.80 | \$28.62 | \$29.47 |
| 01-Jan-17 | PCP | 1.00% | Hourly | \$21.41 | \$22.53 | \$23.22 | \$23.95 | \$24.68 |
| | ICP | 1.00% | Hourly | \$23.26 | \$24.00 | \$24.73 | \$25.50 | \$26.28 |
| | ACP | 1.00% | Hourly | \$26.48 | \$27.27 | \$28.08 | \$28.91 | \$29.77 |
| 01-Jul-17 | PCP | 1.50% | Hourly | \$21.62 | \$22.76 | \$23.46 | \$24.19 | \$24.92 |
| | ICP | 1.50% | Hourly | \$23.50 | \$24.24 | \$24.97 | \$25.75 | \$26.55 |
| | ACP | 1.50% | Hourly | \$26.74 | \$27.54 | \$28.36 | \$29.20 | \$30.06 |
| 01-Jan-18 | PCP | 1.00% | Hourly | \$21.84 | \$22.99 | \$23.69 | \$24.44 | \$25.17 |
| | ICP | 1.00% | Hourly | \$23.73 | \$24.48 | \$25.22 | \$26.01 | \$26.81 |
| | ACP | 1.00% | Hourly | \$27.01 | \$27.82 | \$28.64 | \$29.49 | \$30.36 |
| 01-Jul-18 | PCP | 0.50% | Hourly | \$22.06 | \$23.22 | \$23.93 | \$24.68 | \$25.42 |
| | ICP | 0.50% | Hourly | \$23.97 | \$24.72 | \$25.48 | \$26.27 | \$27.08 |
| | ACP | 0.50% | Hourly | \$27.28 | \$28.10 | \$28.93 | \$29.79 | \$30.67 |

APPENDIX A (cont'd)

- (a) New employees shall be placed at the first step of the appropriate classification level.
- (b) Upon completion of the probationary period, employees shall progress to Step 2 **starting on the first day of the first full pay period following the completion of the probationary period. Employees shall progress to the next pay step starting on the first day of the first full pay period following the completion of the regular annual hours of work until they reach the top step.**
- (c) Upon promotion or reclassification to a position with a higher maximum salary, an employee shall be placed at that step which provides for an increase of not less than one full increment. Where the higher rated position does not provide for a minimum of one full increment increase in any of its steps, the employee shall be placed in the top step of the higher rated position.

MEMORANDUM OF AGREEMENT #1

Pension Plan

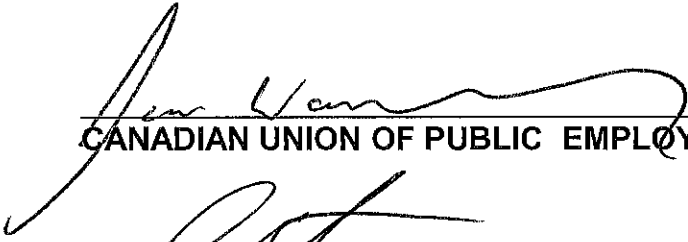
- (1) The terms used shall have the meanings as described:
 - (a) "Plan" means a retirement vehicle as determined by the Union.
 - (b) "Applicable Wages" means the basic straight time wages for all hours worked not to exceed the regular annual hours of work and in addition:
 - (i) holiday pay, for the hours not worked; and
 - (ii) vacation pay, where applicable.

All other payments, premiums, allowances and similar payments are excluded.
 - (c) "Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.
- (2) Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to five percent (5.25%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5.25%) of Applicable Wages to the Plan.
- (3) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (4) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.
- (5) The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.
- (6) It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective

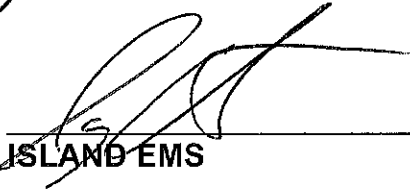
agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- (7) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.
- (8) For further specificity, the items required for each Eligible Employee by Article (7) of the Participation Agreement include:
 - (a) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
 - (b) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
 - (c) To Be Provided Initially and As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
- (9) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

ALL OF WHICH IS AGREED to on the day and year first written above.



CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 3324



ISLAND EMS

MEMORANDUM OF AGREEMENT #2

Smoothing Hours for Permanent Full Time Employees

Whereas Permanent Full Time ("PFT") Employees work forty-two (42) hours a week average over an eight (8) week rotation;

And Whereas PFT employees regularly work in excess of full time hours in certain pay periods and less than full time hours in other pay periods as part of their regularly scheduled hours;

Now therefore the parties hereby agree to the following:

PFT Employees shall bank any regularly scheduled hours in excess of eighty-four (84) hours per pay period for the limited purpose of drawing down those banked hours in a pay period where the PFT Employee has less than eighty-four (84) regularly scheduled hours.