



COLLECTIVE AGREEMENT

between

CAPE ST. GEORGE AMBULANCE SERVICE.

and

**NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**

Effective: 2023-2025

THIS AGREEMENT made this 11th day of January , Anno Domini, Two Thousand and Twenty-Four;

BETWEEN:

CAPE ST. GEORGE AMBULANCE SERVICE

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 PURPOSE AND INTENT

1.01 Purpose

The parties agree to work collaboratively, to support positive labour relations. The parties will work to achieve high levels of labour productivity while embracing a respectful work environment, safety, quality, efficiency and respect for the environment. The parties hereto agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one party to the other, to formulate rules to govern the relationship between Employees and Employer, to promote efficiency and service, to secure a prompt and fair disposition of grievances, to eliminate interruption of work and interference with the efficient operation of the Employer's business and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedure and other conditions of employment.

1.02 For the Purpose of this Agreement

- (a) "Employer" means Cape St. George Ambulance Service.
- (b) "Employee" means a person included in the bargaining unit who is employed by the Employer with remuneration.
 - (i) "Full-time Employee" means a person who is regularly scheduled to work the full number of working hours in each working day or the full number of working days in each work week.
 - (ii) "Casual Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
 - (iii) "Probationary Employee" means a full-time, part-time and relief employees who has not completed the probationary period.
- (c) "Bargaining Unit" means the bargaining unit recognized in accordance with clause 2.01.
- (d) "Classification" means the identification of a position by reference to a class title identified in Appendix "A". Subject to change as defined in the Operator's profile with Government.

- (e) "Cape St. George Ambulance base is located in:
 - (i) Cape St. George
- (f) "Day of Rest" means a twenty-four (24) hour calendar day on which the employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (g) "Day" means a working day unless otherwise stipulated in this agreement.
- (h) "Holiday" means the twenty-four (24) hour period commencing midnight on a calendar day designated as a holiday.
- (i) "Primary Ambulance" - staffed with two (2) Ambulance Attendants ready to respond twenty-four (24) hours per day, seven (7) days per week.
- (j) "Authorize Leave" time off as identified under Provincial and Federal regulations, and Articles identified in this Agreement including but not limited to Sick Leave, Bereavement, Vacation, attending school for continued education relating to the industry and upgrades.

ARTICLE 2 RECOGNITION

2.01 Bargaining Agent

The Employer recognizes the Union as the certified bargaining agent for a unit of employees of Cape St. George Ambulance Service comprising all employees working in and out of Cape St. George service area as Emergency Medical Responders (EMRs) and Primary Care Paramedics (PCPs), and Advanced Care Paramedic (ACPs) save and except Managers, non-working Supervisors and those above the rank of non-working Supervisors.

2.02 New Classification

Where the Employer creates a new classification, said classification shall be included in Appendix "A" and "B", the Employer shall establish the classification and notify the Union immediately for the commencement of

negotiation of the wage package. If no agreement is reached within thirty (30) calendar days, the matter may be submitted to binding arbitration.

2.03 Individual Bargaining

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

2.04 Bargaining Unit Work

The Employer agrees that the function of managers is the management of employees. The work of managers or non-bargaining unit employees will not include assignments to work normally performed by employees in the bargaining unit except for the purpose of training and demonstration, emergencies or where no bargaining unit employee is available to perform the work.

ARTICLE 3 UNION SECURITY

3.01 Check-Off

The Employer agrees to deduct from the earnings of all employees covered by this Agreement, union dues and assessments ("Union Dues and Assessments"), as a condition of employment, in an amount as directed by the Union from time to time.

3.02 Initiation Fees

The Employer shall also deduct from the wages of each new employee who has completed the probationary period stipulated in Article 12 of this Agreement, an amount equal to the initiation fees of the Union (the "Initiation Fees"). Such deduction shall be made on the 1st pay period of the month following the completion of the employee's probationary period. The Union will advise the Employer of the amount of the Initiation Fees.

3.03 Check-Off Remittance

The Employer shall deduct the Union Dues and Assessments and Initiation Fees and forward such monies to the Financial Secretary Treasurer of the Union on or before the fifteenth (15th) day of the following month.

When remitting Union Dues and Assessments and Initiation Fees the Employer shall provide the name, address and classification of each employee from whose pay such deductions have been made.

ARTICLE 4 SHOP COMMITTEE

4.01 Shop Steward

The Employer acknowledges the right of the Employees to appoint one Shop Steward per Base. The Union will inform the Employer, in writing, of the name of the Stewards and of any subsequent change therein. The Employer shall not be asked to recognize any Steward until such notification has been received from the Union.

4.02 NEGOTIATION COMMITTEE

The Employer agrees that a maximum of two (2) people are to be allowed to absent themselves from their work, without loss of salary (to a maximum of three (3) days, limited to eight (8) hours per day) and benefits, for the purpose of negotiating the Collective Agreement. A second Employee may be designated as an alternate.

Such payment of salary will continue on the condition, however, that the said bargaining session takes place during the regular scheduled shifts of work for the said employees. It is further understood that the Union shall pay for travel expenses for said employees as per the current unions travel structure.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Interpretation

The purpose of this Article is to establish a procedure for the discussion and prompt resolution of grievances concerning a disciplinary measure for other than just and reasonable cause, or a dispute arising out of the interpretation, application, administration, or alleged violation of this Agreement.

The grievance procedure may be utilized by the Union, the Employer, or any person bound by this Agreement.

Grievances recognized are those of:

- individual grievances;
- a group grievance by individuals having a grievance involving common issues;
- a policy grievance, including matters affecting the entire unit of employees;
- a Union grievance with respect to a claim by the Union;
- an Employer grievance;

It is understood that policy grievances and terminations will commence at Step 2 of the grievance procedure.

5.02

Grievance Process

(a) Pre-Grievance

Complaints must be taken by the employee(s), accompanied by the shop steward if they so desire, to the employee's non-union supervisor to discuss and, if possible, to resolve within five (5) days after the circumstances giving rise to the complaint have occurred or within five (5) days of the employee becoming aware of such circumstances. Such resolution of the complaint shall not contravene the terms and conditions of this Agreement but is solely for the purpose of resolving the matter and shall not be considered as precedential or binding in any other grievance dispute.

(b) Step 1

Any complaint discussed under 5.02 (a) that is not satisfactorily resolved by the employee, steward and supervisor may become a grievance and shall be reduced to writing and provided to the supervisor within five (5) days after the circumstances giving rise to the complaint have occurred or within five (5) days of the employee becoming aware of such circumstances. The supervisor shall render his/her decision, in writing, within five (5) days of his/her receiving the written grievance. The written grievance shall state the alleged violation, the date of the violation, the facts describing the alleged violation, the location of the violation, the person or entity committing the violation, the Article or Articles of the Agreement alleged to have been violated and the remedy sought.

(c) Step 2

Should the written decision rendered in Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his/her steward, shall submit the written grievance within a further five (5) days to the Employer. The Employer and Union representative(s) and the employee, assisted by the shop steward, shall meet within five (5) days to discuss the matter. Prior to the second step meeting, the Employer and Union commit to engage in a joint fact-finding exercise with a view of developing a common understanding of the facts surrounding the dispute, to better position the Parties to resolve such dispute. The Employer shall render a decision in writing within five (5) days of the second step meeting. If such a meeting is not held the matter shall be referred to Step 3.

(d) Step 3

Should the decision rendered at Step 2 be unsatisfactory, within five (5) days of the decision, the Employer and the Union representatives shall meet to discuss the matter. If no resolution can be achieved within five (5) days either the Union or the Employer may, within five (5) days of the meeting, refer the matter to arbitration in accordance with the procedure contained in Article 6. If such meeting is not held, the matter may be referred by either the Union or the Employer to the next step, arbitration.

5.03 The Employer may file a grievance, in writing, with the Union within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Employer becoming aware of such circumstances. The Union may file a grievance, in writing, with the Employer within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Union becoming aware of such circumstances. If such grievances are not resolved within five (5) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.

5.04 Failure to Follow Procedure

The time limits specified in Article 5.02 and 5.03 above are mandatory. The Parties may, by mutual consent in writing, extend the time limits of this grievance and arbitration procedure. Failure of a party to file a grievance or failure of the grieving party to advance a grievance to the next step, within the time limits, shall constitute abandonment of the grievance.

5.05 Working Days

Saturdays, Sundays and observed holidays shall not count as "days" as referred to in Articles 5 and 6.

5.06 Grievance Mediation

The Employer or Union may request to hear outstanding grievances through Provincial Mediation with mutual agreement. Prior to having the matter heard, the parties will agree in writing as to whether the decision is binding or non-binding. Each party shall bear its own cost during the process.

ARTICLE 6 ARBITRATION

6.01 Arbitration

The appointment of an arbitrator will be made within five (5) days of a referral to arbitration under Step 3. The arbitrator shall be selected in rotation from the list of arbitrators as set out in Article 6.02 of this Agreement. The list shall be reviewed and may be updated by mutual agreement of the Parties once every year during the term of this Agreement. Should the arbitrator whose turn it is be unable to act within the time requirements delineated in this Article, he/she shall be passed over to the next person on the list, and so on.

If none of them are available, the parties may, by mutual agreement select another arbitrator. Failing agreement on such an arbitrator, the Minister of Labour for the Province of Newfoundland and Labrador may, at the request of either party, appoint an arbitrator.

The arbitrator shall, within twenty (20) days of his/her appointment, convene an arbitration hearing to hear the relevant evidence. All rulings will be given by the arbitrator within fifteen (15) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding on the Parties.

6.02 Single Arbitrator

Any matter referred to arbitration under this Agreement shall be submitted to a single arbitrator chosen by mutual consent of the parties or failing consent either party can request the Minister of Labour to appoint an arbitrator.

6.03 Authority of Arbitrator

The arbitrator shall be governed by the following provisions. The arbitrator;

- (a) shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary for the determination of the grievance, including remedies, but shall not have the power to alter, add to or amend any of the provisions of this Agreement;
- (b) shall have the authority to review and modify any penalty imposed by the Employer and, in the case of discharge of an employee, substitute such other penalty as deemed just and reasonable in the circumstance, except as may otherwise be provided in this Agreement;

- (c) shall determine whether a grievance is arbitrable;
- (d) shall have access to the worksite to view site facilities, ongoing work, installation of equipment and/or machinery, and other working conditions, which may be relevant to the resolution of the grievance;
- (e) shall determine the procedure and shall give full opportunity to both parties to present evidence and make representations;
- (f) shall not dismiss any grievance on a technicality or error on the grievance form;

6.04 Expenses of Arbitrator

The Employer and Union involved in arbitration agree that the fees and expenses of the arbitrator will be paid in accordance with the following:

- (a) In the event the arbitrator makes a determination that there is a losing party or parties, an arbitrator may order the losing party or parties to pay the arbitrator's fees and expenses.
- (b) In the event the arbitrator makes no order as to the payment of fees and expenses, each of the party or parties shall pay an equal share of the fees and expenses of the arbitrator.

6.05 Time Limits Extended

Any of the time limits referred to in this Article and Article 5 may only be extended by mutual agreement, in writing, between the parties to this Agreement.

ARTICLE 7 NO STRIKES OR LOCKOUTS

7.01 Strikes

During the life of this Agreement there shall be no lockout by the Employer and there shall be no strike on the part of the Union or bargaining unit members. Strikes and lockouts shall have the meaning defined in the Newfoundland and Labrador *Labour Relations Act* and shall include, but not be limited to, work slowdowns or any other concerted activity designed to restrict or limit productivity or to support, encourage, condone or engage in concerted activities such as strike, work stoppage, picketing or organized slow-downs intended to restrict or limit productivity that affects any aspect of the worksite.

7.02 Violation

In case of violation of the preceding clause, any employee involved therein maybe subject to discipline, up to and including termination.

ARTICLE 8 DISMISSAL

8.01 Discharge

The Employer shall not discharge or suspend any employee without just cause.

8.02 Progressive Discipline

The Employer shall follow a program of progressive discipline, as per the Employer's policy and shall provide written notification to the Employee and Union of any disciplinary action, which notification shall provide a brief description of the reasons for the disciplinary action.

8.03 Discharge Notice

Discharge shall be by written notice which notice will contain the reason for discharge. Such written notice shall be sent immediately to the Union office via fax or email.

8.04 Disciplinary Items Removed

The Employer agrees to remove from an employee's personnel file all items of a disciplinary nature which are older than fifteen (15) months provided the employee has not been subjected to further disciplinary action within such a period.

ARTICLE 9 MANAGEMENT RIGHTS

9.01 The Employer retains full and exclusive authority for the management of their business in all respects, subject to the provisions of this Agreement.

9.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- (a) to determine qualifications, skills, abilities and competency of employees;
- (b) to determine the required number of employees;

- (c) to hire, select, assign work, monitor and manage productivity, promote, demote, lay-off, discipline and discharge employees for just cause and to increase or decrease the working force from time to time;
- (d) to determine productivity levels, job competence, materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, the location work is to occur, and the scheduling of work; and
- (e) to establish, implement, monitor and enforce policies, procedures, rules and regulations to be observed by Employees, and non-compliance may involve discipline, including dismissal.

ARTICLE 10 SENIORITY

10.01 Seniority shall be based on length of continuous service with the Employer and applied on the basis of classification and site location within the bargaining unit.

For the purpose of determining continuous service, authorized leave (including but not limited to; temporary layoff, maternity leave, sick leave, combination of sick/maternity leave) shall be included in such calculation.

Employees on Authorized Leave may only accrue seniority for up to six (6) months. It is agreed that Education Leave will accumulate seniority for twelve (12) months or the length of the program to be completed. Education leave has to be Industry related. For example: EMR to PCP or PCP to ACP.

Education Leave/Funding layoff for any paramedicine schooling a member wishes to attend.

Employees availing of Maternity and/or Paternity Leave will be entitled to full leave as per Labour Standards but may only accrue seniority for up to a maximum of twelve (12) to eighteen (18) months, depending on the time taken by the Employee. Seniority will be lost after eighteen (18) months.

10.02 Seniority List

The Employer shall post a seniority list with respect to members of the bargaining unit within thirty (30) days of the signing of this Agreement, and each year thereafter.

10.03 Seniority List (Dispute)

Members of the bargaining unit shall have the right to protest any errors on the seniority list. Any dispute with respect to the accuracy of the seniority list shall be submitted to the Employer, in writing, within thirty (30) days of posting, after which time the seniority list shall be deemed to be correct by the parties. A dispute concerning the seniority list may be subject to the Grievance Procedure.

10.04 Promotion/Transfer

Members of the bargaining unit who are promoted to supervisory positions not subject to this Agreement, shall retain their seniority, after promotion, for a period of twelve (12) months, and shall be entitled to return to their former position within that period. All seniority shall be lost after 12 months. Members of the bargaining unit who accept a posting as per Article 30 and transfer from one location to another shall maintain their seniority and years of service and be placed on that appropriate list.

10.05 Loss of Seniority

An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the grievance procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Manager or without sufficient cause;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a Doctor's certificate. It shall be the responsibility of the employee to keep the Manager informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Manager whether or not he/she will return to work;
- (e) he/she is laid off for period longer than eighteen (18) months;
- (f) he/she is on leave without pay for a period longer than twelve (12) months.

10.06 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified to perform the work required. In any event, an employee who is given notice of layoff shall have the right to bump a junior employee, provided that the senior employee is qualified to perform the work required.

10.07 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

10.08 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided, that those recalled are qualified to perform the work required.

10.09 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify all permanent full time and permanent part time employees who are to be laid off no less than fourteen (14) working days prior to the effective date of layoff.

If through no fault of his/her own the employee has not had an opportunity to work the days of notice as provided in this Clause, he/she shall be paid wages or salary, exclusive of extra time, that he/she would have earned during the notice period.

ARTICLE 11 RESIGNATION

11.01 Notice of Resignation

An Employee will provide the Employer with fourteen (14) calendar day's notification, in writing, of their intention to resign from their employment. The Employer, however, may accept a shorter period of notice.

The Employer will provide the Employee with at fourteen (14) calendar day's notification, in writing, of their intention to lay-off the Employee, or pay in lieu of notice. Both parties may waive proper notice with mutual, written consent.

For further clarification, fourteen (14) calendar days is defined as fourteen (14) consecutive days of a calendar week and not necessarily scheduled work days.

11.02 Failure to Give Notice

- (a) An Employee who fails to give notice required under 11.01 shall be struck from the payroll effective the date he/she absents themselves without authorized leave and may have deducted from monies owed to them by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to them for the period of notice which he/she failed to work.
- (b) If the Employee is reinstated in accordance with 11.03, then any deductions made pursuant to 11.02 (a) shall be reinstated.

11.03 Withdrawal of Resignation

An Employee who has resigned as a result of anxiety or similar emotional state after a traumatic event arising in the course of employment, may withdraw his/her resignation within forty eight (48) hours from the time it was submitted to the Employer.

ARTICLE 12 PROBATIONARY EMPLOYEES & CASUAL EMPLOYEES*

12.01 Acquire Seniority

An employee will acquire seniority after he/she has successfully completed the probationary period referred to in Article 12.02.

12.02 Probation Period

Employees shall be subject to a probationary period of six (6) months of service. After this time the employee's performance will be reviewed by the committee.

Employees will be regarded as probationary until they have successfully completed their probationary period. Any probationary employee found to be unsuitable, at the discretion of the Employer, will be terminated without recourse to the grievance procedure but the Employer must exercise this discretion in a non-arbitrary and non-discriminatory manner.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as specifically limited by the provisions of this Agreement.

Extensions to the probationary period must be agreed to by both the Employer and the Union.

12.03 Eligibility for Benefits

Full-time probationary Employees shall qualify for Employer benefits, such as Medical Insurance benefits, upon completion of six (6) months of employment from the date of hire. The cost of the benefits are cost shared 50/50 between Employee/Employer

12.04 Casual Employee:

PFT employee wishing to resign their position and revert to casual employee must do so before the 2 weeks notice is up.

Employer must confirm in writing if they are willing to accept the employee to the casual list.

If the employee is moved to the list, their seniority is frozen and will only accrue seniority hours for their work on the casual list.

Employee at anytime a job becomes vacant can re-apply to go back to a full-time permanent position then the employee's frozen seniority hours and casual hours can be combined.

Employee's being hired right to the casual list will only accrue seniority for the hours they work.

Employee's got the right to refuse a shift without penalty.

Casual Employees do not qualify for any company benefits. All earning will be paid out bi-weekly including vacation pay rate of 4%

ARTICLE 13 VACATIONS WITH PAY

13.01 ENTITLEMENT

Employees shall be entitled to vacation pay as outlined below. Vacation Entitlement will be calculated based on an Employee's scheduled regular hours and appropriate percentages.

Less than one (1) year	-4% of gross earnings
One (1) to two (2) years	-4% of gross earnings or 8 days
Three (3) to Nine (9) years	-5% of gross earnings or 10 days
Ten (10) years to Twenty-five (25) years	-6% of gross earnings or 12 days
Over twenty-five (25) years	-8% of gross earnings or 17 days

Employees will begin to accumulate annual leave days at the beginning of each month. Employees will be permitted to carry over a maximum of 5 days annual leave. An employee who requests annual leave shall complete a request for leave form and present it to the Lead Paramedic.

13.02 Vacation – Scheduling

The final decision with respect to the scheduling of vacations with pay shall be made by the Employer. The selection of vacation time shall be done with consideration of seniority, subject to a rotational basis, to give Employees equal opportunity for prime vacation time for Union Employees.

13.03 Vacation - Paid Observed Holiday

When a paid observed holiday occurs during an Employee's vacation, he/she may, with prior written approval, have the day added to his vacation, or some other day, mutually agreed upon between the manager and the Employee.

13.04 Vacation Change

There shall be a two (2) week notice to employees if the Employer requires a change in the posted vacation schedule. Such a change shall only be by mutual consent from both the Employee and Employer, except in the case of emergencies.

13.05 Vacation Periods

The Employer will do everything reasonably possible to ensure that employees receive their vacation during the period June 1st to August 31st inclusive, to a maximum of two (2) weeks consecutively. It is understood,

however, that the Employer's decision as to the time each employee has his vacation will be final.

13.06 Vacation Cancellation

In the event that the Employer cancels the employee's vacation, any expenses occurred by the employee will be paid by the Employer with proof of receipts.

13.07 Leave Without Pay

An employee, upon written request, may be granted leave without pay for a period of up to one (1) year by the employer. Such leave shall be granted on condition that the service is not adversely affected by the leave. Current or accumulated annual shall be used up by the employee during that period off work.

ARTICLE 14 PAID HOLIDAYS

14.01 Paid Holidays

The following eight (8) days will be recognized as paid holidays. Any attendant required to work during such a holiday will be paid an additional days' pay.

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Labour Day
6. Remembrance Day
7. Thanksgiving Day
8. Christmas Day

14.02 Eligibility for Paid Holiday

To be eligible for holiday pay for the above mentioned paid holidays, the employee must have completed thirty (30) days' work with the Employer and not be absent from work on the working day immediately preceding or the working day immediately following the holiday, unless a reason is given which is acceptable to the Employer.

14.06 Christmas Day or New Year's Day

- (a) An employee will not work both Christmas Day or New Year's Day in the same year.
- (b) An employee who works Christmas one year, will be guaranteed to have it off the following year and vice versa.
- (c) The schedule will be rearranged with mutual agreement amongst the staff in order to ensure six (6) consecutive days off for their holiday time.
- (d) Pursuant to this, no vacation leave will be approved during this time period.

ARTICLE 15 SICK LEAVE/FAMILY LEAVE

15.01 Sick Leave

Employees are eligible to accumulate sick leave with full pay at the rate of $\frac{3}{4}$ (.75) of a day for each month of service. Sick leave may be accumulated up to a maximum of thirty (30) days. Any unused sick leave will not be paid to the employee upon leaving the service. A Doctor's note is required after three (3) consecutive working days of sick leave.

15.02 Family Leave

- (a) A full-time employee who is required to:
 - attend to the temporary care of a sick family member living in the same household;
 - attend to the needs relating to the birth of an employee's child;
 - accompany a dependent family member living in the same household on an emergency medical appointment;
 - attend to the needs relating to the adoption of a child; and
 - attend to the needs related to home or family emergencies;

May be awarded up to two (2) days paid family leave in any calendar year.

- (b) In order to qualify for family leave, the employee shall:
 - i. Provide as much notice to the employer as reasonably possible.
 - ii. Provide the employer with valid reasons why such leave is required.

An employee who requests family leave shall complete a request for leave form and present it to the Lead Paramedic.

ARTICLE 16 BEREAVEMENT

16.01 When employee request leave of absence for compassionate reasons paid leave may be granted as follows:

- (a) in the event of a death in the employee's immediate family, three (3) consecutive days. Immediate family is defined as spouse, common law spouse, parent, child, stepchild, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, legal guardian.
- (b) in the event of death of an employee's aunt or uncle, one (1) day.
- (c) in the event of bereavement leave applying to section (a) above where funeral takes place outside the island portion of the province and is attended by the employee; one (1) extra day.

An employee who requires bereavement leave shall complete a request for leave form and present it to Lead Paramedic.

ARTICLE 17 OCCUPATIONAL HEALTH & SAFETY

17.01 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the workplace. The Parties acknowledge that a "safety first" culture and a healthy work environment will be the foundation of a successful workplace.

17.02 All work shall be performed in accordance with the applicable health and safety legislation and governing authority and in compliance with all Employer health and safety regulations, rules, policies, standards or procedures, a copy of which shall be provided to the Union (the "Employer Health and Safety Policies").

The Parties recognize that it is the responsibility of everyone to cooperate in the reduction of risk and exposure with the objective of eliminating accidents, health and safety hazards and advocating observance of all safety rules, standards, procedures, regulations and policies.

17.03 The Parties acknowledge and recognize the mutual value of improving, by all proper and reasonable means, the health and safety of the employees and will co-operate to promote health and safety.

- 17.04 An Occupational Health and Safety Committee shall be established at the worksite in accordance with the applicable health and safety legislation and regulations. The frequency of meetings will be determined by the Committee itself but shall be no fewer than the number required by the *Occupational Health and Safety Act*. All employees on the Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 17.05 The parties agree to comply with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.
- 17.06 The Employer, the Union and bargaining unit members agree to comply with the obligation to participate in job observations and investigations.
- 17.07 The Employer, the Union and bargaining unit members have the "Right to Know", "Right to Participate" and the "Right of Refusal". These rights are the responsibilities of all participating parties, they do not supersede existing rights as defined under applicable health and safety legislation.
- Employees have an obligation to ask questions and participate in Health Safety and Environmental programs. Employers are obligated to provide answers and training when requested and required. If these steps have been taken and the employee still feels the work constitutes an imminent danger they may then exercise the Right of Refusal.
- 17.08 When Employees respond to a traumatic event where debriefing and/or counseling is required or requested, the Employer will provide a mental health professional to conduct said debriefing/counseling. Employees who are negatively affected by attending a traumatic event are to be removed from duty immediately (when doing so can be safely done) without loss in pay or having to avail of Personal, Vacation or Banked time for the remainder of that shift.
- The Employer will provide transportation, if needed, to transport affected Employees from duty if required.
- 17.09 Employees will be required to familiarize themselves with the Standard Operating Guidelines of the Ambulance Committee, the potential hazards associated with the duties; however, no employee shall be expected to perform dangerous work. An employee while at work shall take reasonable care to protect his or her own health and safety and that of workers and other persons at or near the workplace.
- 17.10 All workers are responsible to use the safety equipment provided. If repairs or replacement is needed of any of the safety equipment, employees are required to notify the employer immediately.

ARTICLE 18 HOURS OF WORK

18.01 Hours of Work

Employees shall work a shift of four (4) days on, four (4) days off. Full-time employees shall be paid a weekly salary equivalent to 40 hours times the rate of pay. Employees shall be on call for a 96-hour period during each shift.

Extra days worked are paid at a rate of 10 hours at a regular rate of pay.

ARTICLE 19 COMPENSATION AND CLASSIFICATION

19.01 Wages Paid

Employees to whom this Agreement applies shall be paid, based upon their classification, in accordance with the wage schedule annexed and marked Appendix "A", which shall form part of this Agreement.

ARTICLE 20 PAY DAY

20.01 Wages for all time worked is scheduled to be paid bi-weekly. Payday shall be Thursday and shall be direct deposit.

ARTICLE 21 UNION ACTIVITIES

21.01 Compensation for Employer Meeting

Where the Employer requests a meeting with a representative of the employees, or the Shop Steward, during working hours, such employee or employees shall be compensated for the time so engaged at the hourly rate applicable to such time.

21.02 Time Off

The Employer may grant necessary time off, to a maximum of two (2) weeks per year, without discrimination and without pay, to employee's who are designated by the Union to attend any labour Convention, Shop Steward training or to serve in any capacity or other official Union business, providing that appropriate written notice is given to the Employer by the Union, indicating the probable length of time which will be required. Appropriate notice is deemed to equal the number of days requested - i.e. five (5) days requested - five (5) days' notice. Consent of the Employer will not be unreasonably withheld.

21.03 Conduct Business

The Union agrees that it will not conduct Union business on the Employer's premises without the specific authorization of the Employer.

ARTICLE 22 INSTRUCTION & TRAINING

22.01 Employee Requirement

The Employer may require any employee to instruct any other employee, whom the Employer may designate, in the operation of any machine or procedure and such employee shall carry out his Employer's instructions therein.

22.02 Employee Training

To upgrade the Employee within the bargaining unit and improve the efficiency of the Employer as a whole, training of employees within the bargaining unit may be necessary from time to time, at the Employer's discretion. It is agreed that training may take place after the regular working day and that employees attending these training sessions will be paid their straight time hourly rate for these training sessions.

ARTICLE 23 EMPLOYER WILL ACQUAINT NEW EMPLOYEES

23.01 Orientation Period

The employer agrees to provide an orientation to all new employees withing seven (7) days of the date of hire.

ARTICLE 24 UNIFORM AND BOOT

24.01 The employer shall supply free of charge the following clothing items which are to be used by the employee whenever on duty. These items will be replaced only upon the surrender of the unserviceable items.

UNIFORM PANTS	2 PAIRS/YEAR
SHIRTS	3/YEAR
JACKET (SUMMER)	1
JACKET (WINTER)	1
WORK BOOTS	1 PAIR

ARTICLE 25 SUB-CONTRACTING

- 25.01 For the duration of this present Agreement, except where the Union has agreed, the Employer agrees not to assign bargaining unit work to third parties, by sub-contracting work performed by the current bargaining unit.

The Employer reserves the right to allow other Operators to pick up a run/patient in accordance with the Provincial Service Agreement.

ARTICLE 26 JOB POSTING

26.01 New Job

In the event that a new permanent job is created, or a vacancy occurs, the Employer shall post a notice of such position(s).

26.02 Employees Applying

Employees wishing to apply for such a position shall apply in writing within five (5) working days of the posting.

26.03 Job Posting - Within Unit

The Employer will attempt to first fill a posted bargaining unit job from applicants within the bargaining unit provided there is an applicant who has the competence, skill and ability to perform the work. In the event that two or more bargaining unit employees apply for the posted position who have the competence, skill and ability to perform the work and are equally qualified, the position shall be awarded to the employee with the greatest seniority at that respected base. Transfers within the Employer's associated group of Companies are solely at the Employer's discretion.

ARTICLE 27 LABOUR MANAGEMENT COMMITTEE

27.01 Establishment of Committee

A Labour/Management Committee shall be established consisting of two (2) representatives of the bargaining unit and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing by the Union as to the names of the bargaining unit representatives selected.

27.02 Functions of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

27.03 Meetings of Committee

The Committee shall meet quarterly, at a mutually agreeable time and place, or by conference call. The quarterly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

27.04 Chairperson of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representative and the Local Union representative.

27.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. Each party shall receive four (4) copies of the minutes within seven (7) days following the meeting.

27.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of 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 its discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 28 AMENDMENTS

28.01 Amendments to Agreement

Amendments to this Agreement may be made only with the mutual consent of both parties, in writing. Proposed amendments shall be submitted in writing by the party desiring the change and negotiations thereon shall start within thirty (30) days of such notice. During negotiations and thereafter, if no agreement is reached, the provisions of this Agreement shall remain in full force and effect.

ARTICLE 29 DURATION AND REPEAL

29.01 This Agreement shall come into effect on date of signing and shall remain in effect until end of current Ambulance Service Agreement (ASA) and will continue until the expiry of a new Ambulance Service Agreement (ASA), if Government and Operator agree to a new Ambulance Service Agreement (ASA) and from year to year thereafter unless written notice to terminate this Agreement or to negotiate a revision of same is given by either party to the other pursuant to the provisions of the *Labour Relations Act* for the Province of Newfoundland and Labrador.

NOTE: As the current Ambulance Service Agreement (ASA) expired March 31, 2022, the Company and Union agrees that there will be a wage opener clause that will come into effect April 1, 2023 and will remain in effect for the length of the contract, in the event a new Ambulance Service Agreement (ASA) is agreed between the Operator and Government.

If any increase is obtained in the new Ambulance Service Agreement (ASA) the funds will be there for staff as per the Ambulance Service Agreement (ASA), but will not be released to the staff until the wage opener clause has been agreed to as per the current contract.

29.02 Legislation and Collective Agreements

This is to confirm that notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement or if the contract between the Employer and the Provincial Government changes. Failing agreement, both parties agree to binding arbitration. Negotiations are to be conducted in accordance with the applicable legislation.

ARTICLE 30 NO DISCRIMINATION

30.01 The Employer and the Union agree there shall be no discrimination practiced with respect to any employee in the matter of age, creed, colour, national origin, religion, political affiliation, 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.

30.02 Sexual and Personal Harassment

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

30.03 Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

The Employer and the Union recognize the right of an employee to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

ARTICLE 31 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

31.01 Adverse Weather Conditions - State of Emergency

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss in pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding 31.01(i) The Employer reserves the right to close down or reduce staffing levels, in which event, employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 31.01 (ii) above.
- (iv) Where the Employer requires an employee to work during a declared state of emergency, the Employer shall endeavour to provide transportation to and from work.
- (v) During a state of emergency, the Employer has the right to temporarily assign or re-assign hours, change the number of crew on call, or the temporary stationing of Employees to maximize Emergency Services. Example: all scheduled and on-call Employees are to remain at the Employer's base or any safe facility the Employer designates as a base, for a portion of, or the duration of the state of Emergency.

APPENDIX "A" – WAGES

DATE: 2023-2024	CLASSIFICATION	RATE
	EMR	\$22.00/hr
	Primary Care Paramedic	\$27.00/hr
	Advanced Care Paramedic	\$32.00/hr

DATE: 2024-2025	CLASSIFICATION	RATE
	EMR	
	Primary Care Paramedic	
	Advanced Care Paramedic	

Administrative stipend - \$2.50/hr for first 80 eighty (80) hours per pay period.

LETTER OF UNDERSTANDING #1

PENSION PLAN

The parties agree that within three (3) months of signing the Collective Agreement, a committee will be struck with equal representation on both sides to explore the possibility of a pension plan that is suitable and sustainable to both parties.



SIGNED ON BEHALF OF NAPE



SIGNED ON BEHALF OF EMPLOYER

LETTER OF UNDERSTANDING #2

TRAINING

An Employee may request in writing to be paid for a training course. The committee may set terms and conditions for the course cost to be repaid if the employee leaves the service prior to a specified period. This period will be mutually agreed upon by the employee and employer.


SIGNED ON BEHALF OF NAPE


SIGNED ON BEHALF OF EMPLOYER

LETTER OF UNDERSTANDING #3

TRAVEL

Travel regulations- Any employee required to travel on Ambulance Service business will be paid in accordance with the Provincial travel regulations and instructions.


SIGNED ON BEHALF OF NAPE


SIGNED ON BEHALF OF EMPLOYER

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 11th DAY OF January, IN THE YEAR 2023²⁴ A.D.

Signed on behalf of Cape St. George Ambulance Service

R. Carman

WITNESS

Signed on behalf of the Newfoundland and Labrador Association of Public and Private Employees:

Megan Michael
Jerry

Dennis Busey
WITNESS