



COLLECTIVE AGREEMENT

BETWEEN

MACKENZIE AMBULANCE SERVICE

hereinafter called the Employer,

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5247

hereinafter called the Union,

PARTY OF THE SECOND PART

Expiry – March 31, 2025

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Article 1 - Preamble

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment among the Employer, the employees, and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations.
- (3) To encourage efficiency in operation to the end that the patients shall be well and efficiently served.
- (4) In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, the contents of this agreement shall take precedence over the said regulation.
- (5) To promote morale, well-being and security of all Employees in the Bargaining Unit of the Union.

1.02 For the purpose of this Agreement:

- (a) **"Employer"** means MacKenzie Ambulance Service.
- (b)
 - (i) **"Employee"** means a person included in the bargaining unit who is employed by the Employer for remuneration.
 - (ii) **"Part-time employee"** means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
 - (iii) **"Permanent employee"** means a person who has completed his/her probationary period and is employed without reference to any specific date of termination of service.
 - (iv) **"Temporary 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.
- (c) **"Probationary Employee"** means a full-time or part-time one who has not completed the probationary period.
- (d) **"Bargaining Unit"** means the bargaining unit recognized in accordance with clause 3.01.
- (e) **"Classification"** means the identification of a position by reference to a class title and pay range number.
- (f) **"MacKenzie Ambulance base"** is located in Port aux Basques and Codroy Valley.
- (g) **"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.
- (h) **"Day"** means a working day unless otherwise stipulated in this Agreement.
- (i) **"Holiday"** means the twenty-four (24) hour period commencing at midnight on a calendar day designated as a holiday pursuant to Article 19.
- (j) **"Primary Ambulance"** – staffed with two (2) ambulance attendants ready to respond twenty-four (24) hours per day, seven (7) days per week.
- (k) **"Secondary Ambulance"** – staffed five (5) days per week Monday – Friday with two (2) ambulance attendants to a maximum of twelve (12) hours per day with service hours to be determined as operationally required by agreement between the Operation, Health and Community Services and the Regional Health Authority.

Article 2 - Management Rights

2.01 The Union recognizes and agrees that all the rights, powers, and authority both to operate and

manage the service under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

In administering this Collective Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

Article 3 – Recognition

3.01 Bargaining Unit

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the classifications listed in Schedule "A".
- (b) Part-time and temporary employees shall be included in the bargaining unit.

3.02 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.

3.03 Bargaining Unit Work

- (a) Subject to the Memorandum of Agreement regarding Bargaining Unit Work, on an ongoing basis, only two (2) permanent full-time Management Personnel are to be excluded. If additional supervisors are hired, they shall be included in the bargaining unit.
- (b) Persons who are not in the bargaining unit shall not be permitted to work on jobs which are included in the bargaining unit with the exception of two (2) permanent full-time Management Personnel. An Operation Manager who is a Paramedic or Emergency Medical Responder shall only be permitted to work on the ambulance for the purpose of maintaining their certification, instruction, in emergencies or declared emergencies, or when regular employees are not readily available for required ambulance staffing.
- (c) Any employee at MacKenzie Ambulance who is expected to complete the daily tasks of the bargaining unit will complete these tasks before beginning or undertaking any tasks outside of standard bargaining unit. Any tasks such as supervisor duties shall not interrupt the employee's ability to complete said bargaining unit tasks including regular call rotations.
- (d) Supervisors shall not have the ability to hire, fire or discipline due to their working bargaining unit work.

3.04 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 access to the Employer's premises during regular office hours in order to investigate and assist in the settlement of grievances.

3.05 Union Access

Permission to hold meetings on the premises shall in each case be obtained from the Operation Manager and such meetings shall not interfere with the operation of the Employer.

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, 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.
- 4.02 **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.
- 4.03 **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 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.
- 5.02 The Employer shall deduct from the salary due every employee all dues or assessments levied by the Union or its members.
- 5.03 The sums deducted pursuant to this Article shall be remitted to the Secretary-Treasurer of the National Union bi-weekly following the pay period 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.

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 **Interviewing Opportunity**
A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement. The Employer will encourage all new employees to attend the interview with the Union representative.
- 6.03 **Orientation Period**
All newly hired employees shall be involved in an orientation period which will consist of a ride out period on the ambulance with an experienced Paramedic for five (5) shifts with additional time as required. The orientation period shall also include time to orientate the new hire to the geographical service area.
“Newly hired employees” shall not include those rehired.
“Ride out” shall be as a third crew member.

Article 7 – Correspondence

- 7.01 (a) All correspondence between the parties arising out of this Agreement shall pass to and from the Operation Manager of MacKenzie Ambulance Service, 27 Eltero Park, Bishop’s Falls, NL, A0H 1C0, and the Recording Secretary and President of CUPE Local 5247 or delegate through CUPE Local 5247’s union email cupe5247.ems@gmail.com. The CUPE National Servicing Representative shall correspond with the Operation Manager on an “as needed” basis.
- (b) Labour/Management matters will be conducted in Port aux Basques.
- 7.02 The Employer shall provide the Union with the names, addresses, phone numbers 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.

Article 8 – Bargaining Relations

- 8.01 The Union Bargaining Committee shall consist of the CUPE National Representative and two (2) employees who shall have the right to attend direct negotiating sessions held on the employee’s scheduled shift without loss of remuneration. The Union will provide the Employer with the names of the two (2) employees, thirty (30) days prior to the commencement of negotiations.

Article 9 – Labour/Management Committee

- 9.01 **Establishment of Committee**
A Labour/Management Committee shall be established consisting of three (3) representatives of the Union 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 as to the names of the Union representatives selected.

9.02 Functions of Committee

The Committee shall concern itself with the following general matters:

- (1) Promoting safety and sanitary practices;
- (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (3) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly 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.

9.04 Chairperson of the Meeting

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

9.05 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.

9.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Employer. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusion. If rejected or accepted, the party doing so shall notify the other party in writing within thirty (30) days.

9.07 Labour Management Committee

The Operation Manager and the Local President shall endeavour to attend Labour Management Committee meetings.

Article 10 – State of Emergency Due to Weather Conditions

10.01 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 10.01 (i) above, 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 10.01 (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.

10.02 Adverse Weather Conditions

When an employee through no fault of his/her own is unable to report for work due to adverse weather conditions other than those referred to in clause 10.01 (ii) above, he/she shall be allowed the opportunity to proceed on annual leave or time owed provided he/she has such leave or time to his/her credit. In the event an employee has no leave to his/her credit, then he/she can borrow annual leave from next year's leave or take unpaid leave.

This clause will not apply unless the employee has made a reasonable effort to report to work.

Article 11 – Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

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

11.02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.03 Shop Stewards

The Employer recognizes the right of the Union to appoint or elect Shop Stewards on the following basis:

50-100 employees	6 Shop Stewards
Less than 50 employees	3 Shop Stewards

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize him/her.

11.05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.

11.06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves for the purpose of handling grievances without first obtaining permission of the Shop Steward's supervisor and that permission will not be unreasonably withheld.

11.07 Complaint Stage

The Parties to the 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 Shop Steward, who will in turn discuss it with the Operation Manager as soon as possible and in any case within the fourteen (14) calendar days from the date upon which the subject of the complaint occurred, or the employee became aware of it being a complaint. The Shop Steward and the Operation Manager

shall initial the minutes of the meeting and a copy shall be provided to the Shop Steward within nine (9) calendar days of the decision.

11.08 Step 1 – Failing settlement of a complaint, the aggrieved employee accompanied by a Shop Steward, or the CUPE National Representative, in the event of a group of employees is involved, shall submit the grievance in writing to the Operation Manager within nine (9) calendar days from the Operation Manager’s reply to the complaint. The Operation Manager shall have a maximum of nine (9) calendar days to render a decision.

Step 2 – Failing satisfactory settlement being reached in Step 1, the Union shall, within twenty-eight (28) calendar days from the day the Operation Manager rendered a decision, refer the dispute to arbitration.

11.09 The time limits specified in this Article may be extended by mutual agreement of the parties.

11.10 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure.

11.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all steps.

11.12 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11.13 Technical Objection to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error, or by the inadvertent omission of a step in the grievance procedure.

Article 12 – Arbitration

12.01 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by fax, traceable email or traceable mail addressed to the other party of the Agreement, indicating the name of its proposed Arbitrator. Within fifteen (15) calendar days thereafter, the other party shall answer by fax, traceable email or traceable mail, and agree upon the Arbitrator or propose another.

12.02 Failure to Agree on Arbitrator

If the parties fail to agree upon an Arbitrator, upon the request of either party, the appointment shall be made by the Minister of Employment and Labour Relations.

12.03 Arbitration Procedure

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. He/she shall hear and determine the difference or allegation and render a decision within fourteen (14) calendar days from the date of the arbitration hearing.

12.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

12.06 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

12.09 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.

12.10 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the Arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.

Article 13 – Probation, Discharge, Suspension and Discipline

13.01 Probationary Period

The probationary period will be three (3) months. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee (four hundred and eighty-five (485) hours). If an employee has not completed three (3) months of work during this period, his/her probationary period shall be extended until he/she actually completes three (3) months of work. A temporary employee shall be allowed to accumulate periods of employment in order to complete a probationary period. For the purpose of this clause, time off with pay, excluding workers' compensation and sick leave, approved by the Employer, shall be considered as time worked.

13.02 Discipline

(a) Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee

fails to bring his/her work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

(b) Suspension or Discharge

An employee who has completed his/her probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, such employee shall be advised within seven (7) calendar days in writing by the Employer of the reason for such discharge or suspension.

(c) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

(d) Termination of Probationary Employees

The termination of a probationary employee is not subject to the grievance procedure unless discrimination is alleged.

(e) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him at any time. The report of an employee shall not be used against him after six (6) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his/her record. This article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after six (6) months. The employee shall be responsible to see that any such documents are removed.

If an adverse report is on an employee's file regarding Occupational Health and Safety, such report will be retained but will not be used against an employee after six (6) months.

(f) The time limits outlined in (a) to (e) above, may be extended with mutual consent between the Employer and the Union.

13.03 Personal File

(a) There shall be one (1) recognized personal file and this file shall be maintained in the Port aux Basques base. An employee shall, after making an appointment, be allowed to inspect his/her personal file during working hours and he/she may be accompanied by a representative of the Union if he/she so desires.

(b) The employee shall sign the file copy to acknowledge receipt of any disciplinary document; the employee's signature does not necessarily mean agreement with the contents of the documents.

13.04 Right to Union Representation

Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension, or discharge, the Employer shall advise the employee that he/she has the right to be accompanied by a shop steward or an executive member.

Article 14 – Seniority

14.01 Seniority commencing with date of employment shall be based on a numerical seniority system.

14.02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual service earned by the employee expressed in total hours, years, months, and days. When applying the seniority provisions of the Agreement, the lower social insurance number will be used to determine preference where seniority entitlements are equal. An up-to-date seniority list based on the number seniority system shall be sent to the Union and posted on all bulletin boards in January of each year. An up-to-date seniority list for temporary employees shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period as indicated in clause 13.01, shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from original date of employment.

14.04 Loss of Seniority

1. he/she is discharged for just cause and not reinstated;
2. he/she resigns in writing and does not withdraw his/her resignation within five (5) calendar days of its submission, provided the employee gave notice in accordance with Article 20.
3. he/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
4. he/she is a permanent or part-time employee who fails to return to work within fourteen (14) calendar days following a layoff and having been notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of all employees to keep the Employer informed in writing or e-mail of his/her current address and telephone number. A permanent or part-time employee recalled for employment of short duration of one (1) week at a time when he/she is employed elsewhere, shall not lose his/her recall rights for his/her refusal to return to work;
5. he/she is laid off for a period longer than two (2) years; or
6. he/she is a temporary employee and refused recall on three (3) occasions in an eighteen (18) month period to a position of the same pay range level or a higher pay range level if the employee is qualified unless through sickness or just cause.

Article 15 – Promotions and Staff Changes

15.01 Job Postings

When a vacancy occurs or a new position is created, including temporary vacancies covering periods in excess of thirteen (13) continuous weeks either inside or outside the bargaining unit, the Employer shall post notices of the positions in accessible places on the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Union Secretary. Where an Employer has more than one (1) location,

the Employer and Union shall agree on the designation of additional bulletin boards for the purpose of this clause.

15.02 Information on Postings

Notices of new postings or of vacancies within the facility shall contain the following: Title of position; qualifications; required knowledge and education; skills; wage or salary rate or range; and whether shift work could be involved. All job postings shall state, "This position is open to male and female applicants".

15.03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of the present employees have been fully processed. All Union members with more seniority than the successful applicant who apply for such positions and are unsuccessful shall be provided in writing, upon written request by the Union member, with the reasons for the applicant's failure to acquire the position(s). No position of a permanent nature will be filled by keeping temporary employees on in excess of thirteen (13) weeks without posting the position.

15.04 Role of Seniority in Promotion and Transfers

(a) Both parties recognize;

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to the length of service. Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a total seniority basis whether temporary or permanent seniority for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. The successful applicant from within the bargaining unit shall be notified within four (4) weeks of posting.

(b) Permanent Employees to Temporary Positions

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.04 (a) may revert to his/her former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work. Such employee shall maintain his/her permanent status. Such approval shall not be unreasonably denied.

15.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy, and indicates so on his/her application. Such employee shall be granted the position based on completion of training and to revert to his/her former position if unsuccessful in obtaining said qualifications.

15.06 Notification of Successful Applicant

Within thirty (30) calendar days of the notification of the successful applicant to a vacant position, the name of the successful applicant shall be posted on all bulletin boards provided for job competitions. The Employer and Local Union may agree to the use of an electronic medium for notification of successful applicants, in which case the notification shall be within fourteen (14) calendar days.

Article 16 – Layoff and Recall

16.01 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, the following provisions shall apply:

- (a) Temporary employees shall be laid off before any permanent employees are laid off provided that the permanent employees being retained have sufficient qualifications to perform the work required.
- (b) Temporary employees shall be laid off in the reverse order of seniority provided that those temporary employees being retained have sufficient qualifications to do the work required.
- (c) Permanent employees shall be laid off in the reverse order of seniority provided that those permanent employees being retained have sufficient qualifications to do the work required.

16.02 No employee shall be hired until employees on lay-off have been given an opportunity of recall. Names shall be placed on a recall list for not more than twenty-four (24) months.

16.03 Employees who are to be laid off shall be notified thirty (30) calendar days in advance of the layoff. Permanent employees with five (5) years of service and beyond shall receive an additional one (1) weeks' notice for each year of service. This will stand in all circumstances except those beyond the control of the Employer. If the layoff is beyond the control of the Employer, the Employer will provide immediate notification to the employee as it is provided to the Employer.

16.04 Recall Procedure

For the recall of employees, the following procedure shall apply:

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled have sufficient qualifications to do the work required.
- (b) Permanent employees shall be recalled in order of seniority provided that those permanent employees being recalled have sufficient qualifications to perform the work required.
- (c) Temporary employees, including those on a probationary period, shall be recalled in order of seniority providing those temporary employees being recalled have sufficient qualifications to do the work required.
- (d) A permanent employee shall be recalled for temporary employment if the permanent employee indicates that he/she is willing to work periods of temporary employment. In such cases, the permanent employee will be required to report for work as needed by the Employer; his/her refusal unless for illness or other just cause will mean a loss of recall rights for temporary employment but he/she will maintain his/her seniority. For such periods of temporary employment, he/she shall earn seniority on a permanent basis. The refusal to return to work is subject to the same understanding as in clause 14.04 (6).
- (e) It is the responsibility of the employee to keep the Employer informed of his/her current address and telephone number.

Article 17 – Hours of Work and Work Schedule

17.01 Hours of Work

- (a) Each workday shall be counted as Paramedic eleven (11) hours and EMR nine (9) hours per day.
- (b) The Employer will set work schedules equitably among all staff in consultation with the Union, and in accordance with the Memorandum of Agreement re Current Practices.

Manager. The employee's decision to receive time off must be conveyed to the Operation Manager within six (72) hours of the conclusion of the overtime. An employee shall be permitted to accumulate overtime throughout the year up to six (6) shifts which may be replenished once they have been used. Any shifts over the six (6) shifts shall be paid out. There shall be no carryover of overtime from year to year. All overtime accumulated shall be paid out December 31st of each year.

Article 19 – Holidays

19.01 Holidays

Employees shall receive one (1) day's paid leave for each of the six (6) holidays as follows:

- | | |
|--------------------|---------------------|
| (a) New Year's Day | (d) Labour Day |
| (b) Good Friday | (e) Remembrance Day |
| (c) Memorial Day | (f) Christmas Day |

19.02 Christmas and New Year's Leave

No employee will be required to work Christmas Day through four (4) consecutive years, unless a mutual agreement has been made between employees via a mutually agreed shift exchange. Likewise, no employee will be required to work New Year's Day through four (4) consecutive years, unless a mutual agreement has been made between employees via a mutually agreed shift exchange.

19.03 Birthday Bonus

Each employee shall receive one (1) day's pay on their birthday each year. If an employee is scheduled to work on their birthday, they shall receive an additional one (1) day's pay (birthday bonus) along with their regular salary for that day.

Article 20 - Vacation

20.01 (a) An employee shall bank the four percent (4%) the Employer pays as vacation pay and shall be entitled to take up to twelve (12) vacation days with pay annually. Employees with fifteen (15) years of service or more shall bank the six percent (6%) the Employer pays as vacation pay and shall be entitled to take up to fifteen (15) vacation days with pay annually.

(b) An employee may carry forward three thousand dollars (\$3000.00) worth of vacation to the following year. Unused vacation over three thousand dollars (\$3000.00) shall be paid out at the end of December of each year.

20.02 The whole of the calendar year shall be available for vacation to be taken. The employee shall have the right to request which day of the week their vacation begins.

20.03 An employee's scheduled day(s) off at the start and end of requested vacation are the employee's scheduled day(s) off and that employee is not to be "mandated" to be back in the base service to cover off overtime days.

20.04 For those employees who advise the Employer by March 21st and September 21st of the date of their vacation preference, their vacation schedule shall be posted by April 1st and October 1st respectively and shall not be changed unless mutually agreed upon by the employee and the Employer. Seniority shall be used to determine vacation for those submitting requests by March 21st and September 21st. For those employees who do not indicate a preference in writing by March 21st or September 21st, they shall receive vacation based on the vacation time

available and such leave shall be granted in the order of the date the request is received by the Employer.

Article 21 – Leave of Absence

21.01 Maternity/Adoption/Parental Leave

(a) Commencement of Maternity/Adoption/Parental Leave

An employee shall be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. Adoption leave shall be granted to an employee who legally adopts a child and upon presentation of proof of adoption. Effective the date of signing of this Collective Agreement, the maximum maternity/adoption/parental leave allowed under this clause shall be seventy-eight (78) weeks in total. However, the Employer may grant leave without pay in instances where the employee is unable to return to duty after the expiration of this leave, and upon production of medical documentation.

(b) Protection of Position and Benefits

The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.

(c) Procedure for Return to Duty

The employee may return to duty from maternity leave after two (2) weeks' notice of her intention to do so on the production of a certificate of fitness from her physician. An employee may return to duty from Adoption/Parental leave after giving the Employer two (2) weeks' notice of his/her intention to do so.

(d) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or birth of the child, whichever occurs first.

(e) A pregnant employee shall not be required by the Employer to be in contact with patients who have a contagious disease, which may put her unborn child at risk.

21.02 Paid Jury, Court Witness or Jury Selection Leave

(a) The Employer shall grant leave of absence without loss of pay, seniority or accumulative benefits to an employee who serves as juror, witness in any court, or who is required to attend jury selection. The employee will present proof that he/she attended as juror, witness in court, or for the purpose of jury selection. Any remuneration the employee receives from the courts shall be deducted from the amount to be paid by the Employer.

(b) If an employee is required to be in Court in any matter arising out of his/her employment with the Employer, during his/her regular shift, on his/her scheduled day off or after his/her regular shift, he/she shall be considered as working for the Employer. This clause will not apply if an employee is charged with an offense.

21.03 Education Leave

Subject to operational requirements and availability of qualified replacement staff, an employee may be granted unpaid educational leave, for a purpose pertinent to their career, of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority. If an employee wishes to return to work early, he/she shall give thirty (30) days' notice to the Employer.

21.04 General Leave of Absence

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority, provided the employee has no current or accumulated annual leave available to him/her. If an employee wishes to return to work early, he/she shall give thirty (30) days' notice to the Employer.

Article 22 – Bereavement Leave

- 22.01 (a) An employee shall be granted bereavement leave with pay for a maximum of three (3) consecutive calendar days in the event of death of the employee's mother, father, sister, brother, spouse, common-law spouse, child, or grandparent.
- (b) An employee shall be granted bereavement leave with pay for one (1) calendar day in the event of the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandchild, or by mutual agreement of the parties.
- (c) If an employee is on vacation or sick leave at the time of bereavement, for an individual identified in Article 22.01 (a), the employee shall be granted bereavement leave and be credited one (1) day to the employee's vacation or sick leave credits.

22.02 Out of Province Travel

Employees shall be granted unpaid leave for out of province travel for the purpose of attending a funeral.

Article 23 – Sick Leave

23.01 All employees shall be entitled to three (3) paid sick leave days per year. Unused sick leave days shall be paid out December 31st each year.

Article 24 – Employee Benefits

24.01 Employee Medical Benefits

Employees shall pay one hundred percent (100%) for the employee's Life Insurance plan and any other insurances the employee may obtain through the Employer's Plan (with the exception of Article 24.02 – Liability Protection).

The Employer agrees to seek other price quotes for insurances and benefits from companies at the Employer's expense.

24.02 Liability Protection

Employees covered by this agreement shall be covered by the Employer's "Errors and Omissions Insurance" while in the performance of their assigned duties while working for the Employer.

Article 25 – Allowances

25.01 Uniform and Clothing Allowance

- (a) The Employer shall provide two hundred dollars (\$200.00) per year to be paid out on a pro-rated basis to each employee.
- (b) The Employer shall provide one (1) jacket to each employee. These jackets shall remain the property of MacKenzie Ambulance.
- (c) The Employer shall provide employees claim forms for Revenue Canada stating employee's cell phones, internet, meals, etc. are mandatory. Also, any amount spent on uniforms over two hundred dollars (\$200.00) is deemed mandatory.

25.02 Unsanitary or Dangerous Jobs

- (a) All employees working on unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.
- (b) Should an employee be required to perform manual labour outside their professional practice, the Employer shall provide protective clothing.

Article 26 – Professional Certification with OPMD (Office of Provincial Medical Director) and NLPR (NL Paramedicine Regulation)

26.01 Employees shall make all reasonable efforts for all documentation required for certification to be sent to OPMD and NLPR no later than March 15th of each year, by a method which includes confirmation of being sent/received and provide such confirmation to the Employer. Employees shall provide confirmation of certification to the Employer upon request. Upon any decertification, the Employer shall review the circumstances, and the employee may be subject to the filing of an adverse report as per Article 13.02 (e). Upon recertification, the employee shall not be rescheduled until the roster week following decertification except by mutual agreement.

Article 27 – Occupational Health and Safety

27.01 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be formed in accordance with the Occupational Health and Safety Act for the purpose of providing prompt investigation of possible hazardous situations and environmental issues. This Committee will consist of an equal number of representatives of the Union and the Employer and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. This Committee may draw on other personnel as required for investigation of a specific situation. Notwithstanding the number of meetings required under the legislation, the Union and the Employer may agree to meet more frequently. The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.

- 27.02 (a) 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).
- (b) Minutes shall be taken of all meetings and copies shall be sent to the Employer, the Union and the Workplace NL.
- (c) Employees shall not suffer any loss of pay for time spent attending Committee meetings.
- (d) The Occupational Health & Safety Committee will meet a minimum of six (6) times per year.

Article 28 – Personal Loss

28.01 Subject to clauses 28.02 and 28.03, where an employee in the performance of his/her duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300.00) per year.

28.02 All incidents of loss suffered by an employee shall be reported in writing within two (2) days of the incident to the Operation Manager or his/her designated representative.

28.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the performance of his/her duty.

Article 29 – RRSP Contribution

29.01 RRSP Plan

Every employee eligible to do so may join the RRSP plan.

- (a) The employee shall contribute twenty-five cents (25¢) or more an hour worked into a RRSP.
- (b) The Union agrees to have each employee complete a form authorizing direct deduction of the employee's contribution.

Article 30 – Duration of Agreement

30.01 Duration

This Agreement shall be effective from the date of signing and remain in full force and effect until March 31, 2025, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

30.02 Change in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

30.03 Notice of Change

Either party desiring to propose changes to this Agreement shall within the thirty (30) calendar days following receipt of notice under clause 30.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

30.04 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. Failing agreement, both parties agree to binding arbitration. Negotiations are to be conducted in accordance with the applicable legislation.

30.05 Employer and Provincial Government Agreement

- (a) If the agreement between the Employer and the Provincial Government changes during the life of this Collective Agreement, notice to reopen negotiations may be issued.
- (b) Both parties agree that there shall be a wage re-opener on March 1, 2022.


SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager

Gary Shillington, Director

Paulette Wentzell, Director



Lauren Delima, Local 5247 President



Nicolas Seaward, Local 5247 Vice-President



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

SCHEDULE 'A' - WAGES

On January 1, 2021, Primary Care Paramedics and Emergency Medical Responders received a signing bonus of one thousand two hundred and twenty-four dollars (\$1224.00).

Primary Care Paramedic

	January 1, 2021	April 1, 2021	August 15, 2021	October 1, 2021
Starting Rate	\$21.50	\$21.93	\$22.15	\$22.50
With Increase	(2%) \$21.93	(1%) \$22.15	(\$0.35) \$22.50	(1%) \$22.73
Bonus	\$1.00	\$1.00		\$2.00
New Rate	\$22.93	\$23.15	\$22.50	\$24.73

Emergency Medical Responder

	January 1, 2021	April 1, 2021	August 15, 2021	October 1, 2021
Starting Rate	\$21.50	\$21.93	\$22.15	\$22.50
With Increase	(2%) \$21.93	(1%) \$22.15	(\$0.35) \$22.50	(1%) \$22.73
New Rate	\$21.93	\$22.15	\$22.50	\$22.73

Union Supervisor/Lead Hand

Additional \$2.00/hour

The Union and the Employer agree on a wage reopener if the Employer's contract with the Government of Newfoundland and Labrador comes back at a higher rate than was used at the bargaining table.

The Union and the Employer agree that after the contract between the Employer and the Government of Newfoundland and Labrador has been finalized, the Union and the Employer will meet to have discussions on the Wage Rate for the Advanced Care Paramedic.

<u>Job Description</u>		
<i>Job Title:</i> Primary Care Paramedic	<i>Department:</i> Mackenzie Ambulance Service	<i>Division:</i> Emergency Medical Services
<i>Reports To:</i> Supervisor, Operation Manager	<i>Salary:</i> As Per Se Collective Agreement	<i>Revision Date:</i>

Position Summary

The Primary Care Paramedic carries out a range of basic paramedic duties including: providing quality care in a timely manner by assessing patients; performing sophisticated medical treatment to potentially avert life threatening emergencies and reduce morbidity; safely meeting or exceeding response time standards; transporting patients to and from health care facilities; preparing and submitting reports; safely operating EMS vehicles; ensuring the stocking of vehicles, equipment, supplies and medications; ensuring base cleanliness during down times; plus other related duties such as continuous medical education, and mentoring new employees.

Qualifications

- Graduate of a recognized Primary Care Paramedic Program
- Certified as a Primary Care Paramedic to in Newfoundland and Labrador
- Valid Health Care Provider (HCP) CPR
- Class IV Newfoundland and Labrador Drivers Licence or equivalent
- Ability to maintain certification with Office of Provincial Medical Director (OPMD) and NL Paramedicine Regulation (NLPR)
- Physical ability to provide patient care and transport

Position Responsibilities

1. Expediently and safety initiating and responding to calls
2. Conducts patient assessment, initiates treatment including administering medication, conducting external semi-automated defibrillation in accordance with medical oversight protocols. Directs and assists with patient care as provided by co-workers and other emergency service workers. Collaborates with other emergency workers to ensure safety for all at the scene and to solve problems that may be occurred on a scene.
3. Completes reports and paperwork necessary to document and detail the particulars of all ambulance responses and any incidents that may occur during time at work.
4. Undertakes daily inventory, stock, safety checks, equipment checks and cleaning of ambulances.
5. Assists with Quality Assurance and Improvement/Education programs
6. Promotes positive working environment through professional conduct with other staff members, clients, client family members, general public, other emergency service workers and hospital staff.
7. Promotes own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-service sessions. With the assistance of other staff members to ensure a safe and clean work environment.
8. After completing patient care, the attending practitioner will complete pertinent paperwork in a timely manner, immediately followed by assisting the second attendant with the returning of the emergency vehicle to service.
9. After completing patient care hand over the non-attending practitioner will immediately begin the return to service procedures needed to return the emergency vehicle to a full state of readiness, including but not limited to; refuelling, restocking, and general cleaning of the emergency vehicle. This is to decrease the out-of-service time of any emergency vehicle.
10. The paramedic must have a thorough knowledge and understanding of the Personal Health Information Act (PHIA). A paramedic shall not divulge any information to a police officer regarding a patient in their care before consulting with the Operation Manager except in circumstances where covered by legislation: gun shot or stab wounds, neglect of vulnerable persons (child, person with disability, elderly under or not under care), imminent danger to self or public, suspicious death.
11. General understanding of the geographical service area.

Also any other duties to be assigned by management as long as the person has proper training, necessary safety equipment and ability to complete said duties in a safe manner.

<u>Job Description</u>		
<i>Job Title:</i> Emergency Medical Responder	<i>Department:</i> Mackenzie Ambulance Service	<i>Division:</i> Emergency Medical Services
<i>Reports To:</i> Supervisor, Operation Manager	<i>Salary:</i> As Per Se Collective Agreement	<i>Revision Date:</i>

Position Summary

The Emergency Medical Responder carries out a range of basic duties including: providing quality care in a timely manner by assessing patients; performing sophisticated medical treatment to potentially avert life threatening emergencies and reduce morbidity; safely meeting or exceeding response time standards; transporting patients to and from health care facilities; preparing and submitting reports; safely operating EMS vehicles; ensuring the stocking of vehicles, equipment, supplies and medications; ensuring base cleanliness during down times; plus other related duties such as continuous medical education.

Qualifications

- Graduate of a recognized Emergency Medical Responder Program or equivalent
- Certified as an Emergency Medical Responder to work in Newfoundland and Labrador
- Valid Health Care Provider (HCP) CPR
- Class IV Newfoundland and Labrador Drivers Licence or equivalent
- Ability to maintain certification with Office of Provincial Medical Director (OPMD) and NL Paramedicine Regulation (NLPR)
- Physical ability to provide patient care and transport

Position Responsibilities

1. Expediently and safety initiating and responding to calls
2. Conducts patient assessment, initiates treatment including administering medication, conducting external semi-automated defibrillation in accordance with medical oversight protocols. Directs and assists with patient care as provided by co-workers and other emergency service workers. Collaborates with other emergency workers to ensure safety for all at the scene and to solve problems that may be occurred on a scene.
3. Completes reports and paperwork necessary to document and detail the particulars of all ambulance responses and any incidents that may occur during time at work.
4. Undertakes daily inventory, stock, safety checks, equipment checks and cleaning of ambulances.
5. Promotes positive working environment through professional conduct with other staff members, clients, client family members, general public, other emergency service workers and hospital staff.
6. Promotes own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-service sessions. With the assistance of other staff members to ensure a safe and clean work environment.
7. After completing patient care, the attending practitioner will complete pertinent paperwork in a timely manner, immediately followed by assisting the second attendant with the returning of the emergency vehicle to service.
8. After completing patient care hand over the non-attending practitioner will immediately begin the return to service procedures needed to return the emergency vehicle to a full state of readiness, including but not limited to; refuelling, restocking, and general cleaning of the emergency vehicle. This is to decrease the out-of-service time of any emergency vehicle.
9. The emergency medical responder must have a thorough knowledge and understanding of the Personal Health Information Act (PHIA). An Emergency Medical Responder shall not divulge any information to a police officer regarding a patient in their care before consulting with the Operation Manager except in circumstances where covered by legislation: gun shot or stab wounds, neglect of vulnerable persons (child, person with disability, elderly under or not under care), imminent danger to self or public, suspicious death.
10. General understanding of the geographical service area.

Also any other duties to be assigned by management as long as the person has proper training, necessary safety equipment and ability to complete said duties in a safe manner.


MEMORANDUM OF AGREEMENT
Scent Free/Allergen Free Work Environment

Mackenzie Ambulance Service will become a scent and allergen free work environment. To minimize the potential adverse allergic and/or medical reactions associated with exposure to scented products and other types of allergens (including animals). This is not just to help and protect staff from these reactions but also the public and patients. All staff are to report allergens to management to better accommodate those staff with allergies.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager



Lauren Delima, Local 5247 President

Gary Shillington, Director



Nicolas Seaward, Local 5247 Vice-President

Paulette Wentzell, Director



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

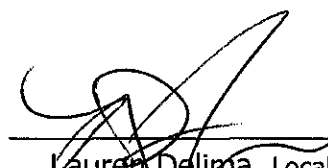
MEMORANDUM OF AGREEMENT
Codroy Valley

Accommodations are to be provided to staff that are not from the Codroy Valley.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

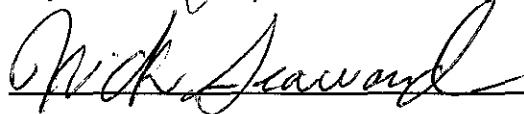
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Paulette Wentzell, Director



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

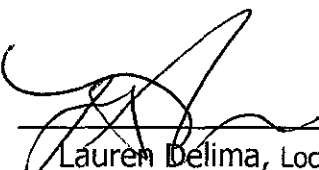
MEMORANDUM OF AGREEMENT
Bargaining Unit Work

Two (2) permanent full-time Management Personnel shall be excluded from the Bargaining Unit, if needed.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager



Lauren Delima, Local 5247 President

Gary Shillington, Director



Nicolas Seaward, Local 5247 Vice-President

Paulette Wentzell, Director



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

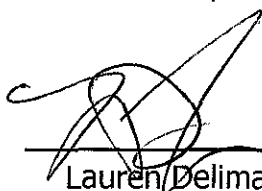
MEMORANDUM OF AGREEMENT
Current Practices

Current practices shall continue to equally distribute among crews the daily hours between 8:00 a.m. and 4:00 p.m. at the Port aux Basques base.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

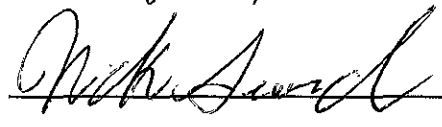
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EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager



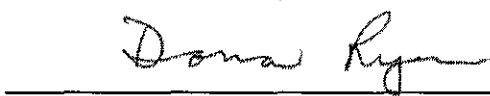
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Nicolas Seaward, Local 5247 Vice-President

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Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

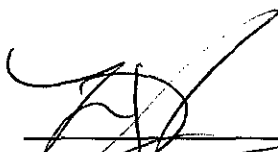
MEMORANDUM OF AGREEMENT
Continuity of Primary Ambulance Operations

Should a last minute additional Primary Ambulance shift come available as a result of a sick day, emergency leave of absence, or other emergency situation, and initial attempts to fill the shift via standard procedures fails, the member of the most rested Secondary Ambulance crew with the appropriate training level will be required to transition to the Primary Ambulance crew on an "as needed" basis until an employee is found to cover the remainder of the Primary shift or, in the instance of no available relief, the completion of said Primary Ambulance shift. This is to ensure the continuity of Primary Ambulance services at all times. Attempts to fill the Primary shift will be continued until the available employee list has been exhausted twice over with attempts to contact each employee no more than once per half hour. Each attempted contact shall be recorded with date, time, and signature of person making the attempts to contact. These records shall be kept on file permanently for review when required. No employee will be required to transition to a Primary Ambulance shift for any more that two (2) consecutive days.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

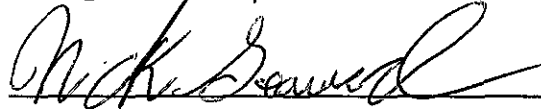
SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager




Lauren Delima, Local 5247 President

Gary Shillington, Director



Nicolas Seaward, Local 5247 Vice-President

Paulette Wentzell, Director



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.

**MEMORANDUM OF AGREEMENT
Lead Hand Position**

The position of "Lead Hand" will be transitioned throughout the Paramedic staff of Port aux Basques on a rotating basis. This basis will follow the Primary Crew rotation beginning with the first Paramedic returning to shift following the signing of the Collective Agreement. As each Lead Hand goes off shift for their scheduled days off, the position of Lead Hand will transition to the Paramedic returning to work on their standard rotation. The daily Port aux Basques schedule will clearly outline the person fulfilling the position of Lead Hand each week.

Should the person scheduled for the duties of Lead Hand be off for any reason, the position and its duties will fall to the most senior Paramedic on duty for that/those day(s).

In addition to their standard Paramedic duties, additional duties of the Lead Hand shall include:

- Completion and reporting of payroll on a biweekly basis;
- Monitoring, oversight and limiting of potential overtime hours;
- Monitoring, oversight, maximizing, and reporting of all "billable hours" to be reported with the biweekly payroll;
- Daily scheduling including the fulfilling of days off and vacation requests;
- Monitoring, oversight, and recording of regular ambulance maintenance;
- Regular updating of the PCR tracking system;
- Monitoring and oversight of proper dispatching order and procedures;
- Creation of an up-to-date stock count on the second and final Friday of each month;
- Monitoring and maintaining minimum stock levels with completion of stock order forms to be sent to the Operation Manager on an "as needed" basis;
- Monitoring and oversight of routine daily base tasks, maintenance, and daily tasks;
- Promotion of professionalism and safety throughout the workplace;
- Generalized day-to-day ambulance operations and problem solving;
- Maintaining, as best possible, a fluidity of operations within the workplace;
- Creation and updating of daily tasks log/checklist;
- Coordinating with the Operation Manager to keep them updated and informed of daily/weekly progress.


SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

Steve Carey, Operation Manager

Gary Shillington, Director

Paulette Wentzell, Director

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247



Lauren Delima, Local 5247 President



Nicolas Seaward, Local 5247 Vice-President



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.


MEMORANDUM OF AGREEMENT
Codroy Valley Schedule

The Union and the Employer agree that the Codroy Valley schedule shall be on a two (2) weeks on and one (1) week off rotation.

SIGNED ON BEHALF OF MACKENZIE
AMBULANCE SERVICE

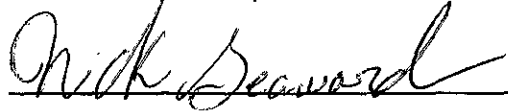
SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5247

Steve Carey, Operation Manager



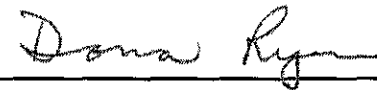
Lauren Delima, Local 5247 President

Gary Shillington, Director



Nicolas Seaward, Local 5247 Vice-President

Paulette Wentzell, Director



Donna Ryan, CUPE National Representative

Dated this _____ day of _____, 2021.