MEMORANDUM OF AGREEMENT

between

EMC EMERGENCY MEDICAL CARE INCORPORATED

and

International Union of Operating Engineers Local 727

Errors and omissions excepted without prejudice.

Article(s) may need to be renumbered in drafting the collective agreement.

Note(s) following Agreed to Article for reference only. Not to be included in the agreement.

November 9, 2023

ARTICLE 1 - DEFINITIONS

1.02 Gender

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the contract of the party or parties hereto so requires.

Gender-neutral language Change "his/her" to their or they/them throughout the agreement.

ARTICLE 3 - RECOGNITION

3.01 <u>Bargaining Unit Recognition</u>

The Employer recognizes the Union as the exclusive bargaining agent for all full-time, regular part-time **and**, term **and casual** Employees in the bargaining unit as described in Certification Orders L.R.B. 6215 and L.B. 1191 **and Clinical Transport Operators**, or such further classification(s) as may be agreed upon, **or ordered**, save and except:

3.03 (a)	Bargaining Unit Work – Supervisors (a)	(a) (i) In Central Region and Cape Breton Regional Municipality, Supervisors (or other management personnel who are Employees) may work on a day ambulance on Friday or any other mutually agreeable day, with one (1) weeks' notice to a Union Business Representative; (a) (ii) For all other areas, Supervisors (or other management personnel who are paramedics or registered nurses) Qualified management personnel may work on a ground or air ambulance for any open shift (for example, when an Employee is on vacation or other scheduled day off), provided however:
		(ii) (C) one (1) week's notice is to be provided to a Union Business Representative; The Employer will make all reasonable effort to notify the Union prior to the start of the shift; and

3.03 <u>Bargaining Unit Work – Supervisors</u>

- (c) Nothing above restricts a <u>flight-ready</u> physician from replacing a scheduled flight shift of Flight Critical Care Paramedics and Flight Critical Care Nurses on the air ambulance:
 - (i) after the LifeFlight call-in procedure has been exhausted; or
 - (ii) in an emergency situation of wide scope such as a mass casualty incident

ARTICLE 6 - NO DISCRIMINATION

No discrimination – Human Rights The parties agree that there shall be no discrimination against any Employee on the basis of age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; that individual's association with another individual or class of individuals having characteristics referred to above, contrary to as per the Human Rights Activity (Nova Scotia).	I
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ARTICLE 11 - GRIEVANCE PROCEDURE

11.03 Suspension or Discharge Grievances

A grievance alleging suspension or discharge without just cause shall be submitted at Step No. 2 of the grievance procedure. The Employee shall present this grievance in the form set out in Step No. 1 above within ten (10) days from the date of the suspension or discharge. Casual employees shall not have the right to grieve a discharge until after they have completed two (2) years' one (1) year of service. Prior to completion of two (2) years' one (1) year of service, the termination of a casual shall not constitute a difference between the parties.

ARTICLE 13 – RESIGNATION

13.01	Notice of Resignation	An employee will provide the Employer with two (2) weeks notification in writing of their intention to resign from their employment with EMC, provided however the Employer may accept a shorter period of notice. The Employee will be required to work all scheduled shifts within the two (2) week notice period unless authorized by the Employer.
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ARTICLE 15 - TIME OFF FOR UNION BUSINESS

15.06 Leave of Absence for Union President Business Manager and Business Agent

An extended leave of absence for the **President Business Manager and/or Business Agent** of the Union shall be granted in accordance with the following:

(a) An Employee who declares his/her intention to offer for the position of **President Business Manager and/or an appointed Business Agent(s)** of the Union shall notify the

Employer as soon as possible after declaring his/her intention to seek the office of the President Business Manager and/or appointment as Business Agent. An Employee shall be given a leave of absence without pay for the term(s) they are to serve. A leave of absence for a second (2nd) and subsequent consecutive term may also be granted.

ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

17.02	Notification	Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within five (5) business days of the discipline, suspension or discharge notify the Employee and the Union in writing by registered mail, personal service or facsimile or e-mail stating the reason for the discipline, suspension or discharge.
17.04	Employee Access to Human Resources File	(a) An Employee, upon giving forty_eight (48) seventy-two (72) hours' notice, may examine their human resources file in their respective administrative areas, and within seventy two (72) hours five (5) business days in the Human Resource Department. For the purpose of this provision the notice period shall not include Saturdays, Sundays or Statutory Holidays. Complaints about an Employee from outside the Employer's place of business which as placed in the Employee's human resources file shall be shown or made available to the Employee. The Employee shall have the right to make copies of any material contained in his/her their file not previously provided to the Employee.

17.06 Casual Employee Discharge

A casual employee may be dismissed for unsatisfactory performance or lack of availability for work. <u>A casual employee who has completed one (1) year of service shall have access to the grievance procedure as per Article 11.03.</u>

ARTICLE 19 - HOLIDAYS

19.01 Holidays

(a) The Employer agrees that the following shall be designated as paid holidays:

New Year's Day
Heritage Day
Good Friday

Labour Day
Thanksgiving Day
Remembrance Day

Easter Sunday Christmas Day Victoria Day Boxing Day

Canada Day National Day for Truth and Reconciliation

19.06 <u>Casual Employee Holidays</u>

(e) A qualified casual employee shall be entitled to compensation for all hours worked at the rate of time and one half (1.5X) on each of the following holidays:

New Year's Day
Heritage Day
Good Friday
Easter Sunday
Victoria Day
National Day for Truth and Reconciliation
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

Any other day declared by the Province of Nova Scotia to be a general holiday.

ARTICLE 20 – JOB POSTING

20.02	Job Postings (General)	(d) (i) If there is a permanent job vacancy at a site (and therefore a regularly scheduled shift which is open in that no individual employee is regularly assigned to the shift), a
		Full time an employee of equal status already working
		within the site may, within the posting period for the vacancy, request in writing to be regularly assigned to the open shift. For clarity, a full-time permanent employee may request to lateral into a full-time permanent vacancy; a part-time permanent employee may request to lateral into a part-time permanent vacancy.

20.03 <u>Filling Position for a Field Paramedic</u>

(a) (iii) Casual employees on the basis of merit (which may include but is not limited to, skill and ability, performance appraisals, human resources file, direct supervisor support, absenteeism, etc. for which the applicant can seek feedback from the hiring Supervisor or Manager), but where the qualifications and abilities are equal, the total continuous hours worked with the employer shall be used as a tie breaker. Hours shall be calculated quarterly

based on the last full pay period in the previous quarter. For term positions, preference will be given to casual employees within that region. A casual employee who has not worked in the previous sixty (60) calendar days may not be considered a candidate for the job posting; however, an employee on pregnancy, parental or adoption leave shall be eligible to apply for permanent positions.

20.04	Promotion	In selecting persons to fill a posted job which involves a promotion (for example, Senior Operations Paramedics such as Medical Operations Paramedic, Fleet Paramedic, Procurement Paramedic, etc.), the following conditions apply:
20.11	Job Share Arrangements	(c) (iii) Employees in a job sharing arrangement must be permanent full-time and are of equal classification.

ARTICLE 21- JOB SECURITY

21.05 Training

(f) ACP Education Leave of Absence

ARTICLE 24- UNIFORMS

24.01	Uniforms	and	(b) The employer agrees to supply a uniform to Employees			ployees	
	Equipment		as fol	llows:			
				FULL-	REGULAR	LifeFlight	Team
				TIME	PART-	Members	
					TIME/CASUAL		

Uniforms:

A one-time issue of a dress uniform to each permanent employee on status as of November 1, 2023 which will be provided within the first two years of the collective agreement. Following, all employees who reach permanent status during the life of this agreement will also be eligible. This agreement expires October 31, 2026.

Note: Employees currently in possession of a dress uniform issued by the Employer will be required to return same prior to receiving the new dress uniform under this provision of the collective agreement. This is in accordance with the Governments policy relating to Public Service uniforms.

ARTICLE 25 - GENERAL CONDITIONS

25.02 Crew Quarters

- (a) The Employer agrees to make the following available to Employees at crew quarters:
 - (iv) 24-hour access to adequate toilet facilities for all bases;
 - (x) <u>potable drinking water</u> (if the tap water is potable, the Employer will pay for a cooler if Employees based at the site pay for bottled water). <u>Employer will provide and pay for potable drinking water for all bases.</u>
- (b) Employees shall have reasonable access to showers either at their own crew quarters or nearby (not in a private home).

The Employer shall arrange for professional cleaning of each base as follows: floors and carpets to be cleaned on a quarterly basis; walls and windows to be cleaned on an annual basis.

25.05 Deep Cleaning of Vehicles

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

ARTICLE 26 - PAY PROVISION

26.06 Salary Increments

The Employer, except as provided for in Article 26.07, may grant an increment for meritorious service after an Employee has served for a period of twelve (12) months following the first day of the month established in Article 26.05 or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 26.02 or 26.04.

Casual employees with greater than two (2) years of service but less than five (5) years of service will move to Step 2 of the appropriate classification wage scale. (See Appendix A attached Effective May 22, 2022)

<u>Casual employees with five (5+) years of service will move to Step 3 of the appropriate classification wage scale.</u>

26.09 Premium for Senior Operations Paramedics

Employees designated as Senior Operations Paramedics or Senior Operations Air Medical Crew shall receive the following premium: \$2.50 Effective November 5, 2023 Three dollars (\$3.00) per hour for all hours worked. Effective November 3, 2024 Three dollars and fifty cents (\$3.50) per

hour for all hours worked. Effective November 2, 2025 Four dollars (\$4.00) per hour for all hours worked. Employees designated as Alternate SOPs who are activated during their shift will be paid the SOP premium for the entire shift. For clarity, no overtime rate will apply to this premium.

26.10 Rate of Pay other than Regular Rate

There are circumstances where an Employee will be paid at an hourly rate different than his/her their regular hourly rate:

- (c) if an Employee works as a **CEC Paramedic, Clinical Development Paramedic, Clinical Quality Paramedic, Clinical Support Desk Paramedic, Community Paramedic, EPSO Specialist,** Extended Care Paramedic, **and LifeFlight Clinical Leader**, he/she they will receive the premium provided for in Article 26.09:
 - (d) Shift and Weekend Premiums
 - (i) Effective February 18, 2020 November 5, 2023 each Employee will receive a night shift premium of one dollar and sixty five cents (\$1.65) three dollars (\$3.00) per hour for all scheduled hours worked between eighteen hundred (18:00) hours and six hundred (06:00) hours. Effective November 3, 2024 each Employee will receive a night shift premium of three dollars and fifty cents (\$3.50) per hour for all scheduled hours worked between eighteen hundred (18:00) hours and six hundred (06:00) hours. Effective November 2, 2025 each Employee will receive a night shift premium of four dollars (\$4.00) per hour for all scheduled hours worked between eighteen hundred (18:00) hours and six hundred (06:00) hours;
 - (ii) Effective February 18, 2020 November 5, 2023 each Employee will receive a weekend premium of one dollar and sixty five cents (\$1.65) three dollars (\$3.00) per hour for all scheduled hours worked between eighteen hundred (18:00) hours Friday and six hundred (06:00) hours the following Monday. Effective November 3, 2024 each Employee will receive a weekend premium of three dollars and fifty cents (\$3.50) per hour for all scheduled hours worked between eighteen hundred (18:00) hours Friday and six hundred (06:00) hours the following Monday. Effective November 2, 2025 each Employee will receive a weekend premium of four dollars (\$4.00) per hour for all scheduled hours worked between eighteen hundred (18:00) hours Friday and six hundred (06:00) hours the following Monday; and
 - (iii) The weekend and night shift premium shall be pyramided.
 - (iv) Effective February 18, 2021 the shift and weekend premium will each be increased to one dollar and eighty cents (\$1.80)
 - (v) Effective October 31, 2021 the shift and weekend premium will each be increased to two dollars (\$2.00)

26.11	Wage Administration	In the case of overpayment amounts owing to the Employer, the Employer shall notify the Employee in writing that an overpayment the amount due has been made and discuss repayment options. By mutual agreement between the Employer and the Employee repayment arrangements shall be made. In the event mutual agreement cannot be reached the Employer shall recover the overpayment amount due by deducting up to ten (10%) of the Employee's net earnings per pay period.
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26.13 Effective November 5, 2023 a preceptor allowance of \$1.50 per hour shall be paid to employees acting as a Preceptor to a student as part of a formal training program. The allowance is limited to formally designated preceptors and is paid only when formally overseeing an unpaid student as part of their program of education. The overseeing of military students is included in the preceptor allowance.

Letter of Understanding SPEAR Unit

EMC agrees to continue paying speciality premiums to those paramedics presently receiving speciality premiums while working shifts in SPEAR until a formal notification by our regulator of an approved program and details.

Thereafter the Employer further agrees to consult with the union per article 26.12.		
EMC Emergency Medical Care Inc	IUOE, Local 727	

ARTICLE 28 - OVERTIME

28.08	Call-In System	 (a) (ii) An employee who places his/her their name on availability list shall provide the Employer with one (1) contact number (telephone number or pager number).

This agreement is made this 9th day of November 2023,

Between:

EMC Emergency Medical Care Inc. (the "Employer")

and

The International Union of Operating Engineers
Local727
(the "Union")

Whereas the Employer and Union are parties to a collective agreement;

And Whereas the Parties recognize that the Employer is facing staffing challenges;

And Whereas these challenges have negatively impacted the level of ambulance services;

Now Therefore, notwithstanding Article 28 (Overtime) in the Collective Agreement, the parties agree to the following effective November 1, 2023;

- 1. All employees will be eligible for overtime at the rate of double time (2X) for all hours worked in excess of full-time hours. For greater certainty only hours actually worked shall count against full-time hours. Paid vacation time-off shall be deemed hours worked.
- 2. The following shall be considered in excess of full-time hours:
 - a. In the case of full-time employees, all hours worked in excess of their full-time hours in a two week pay period. This includes both permanent and term employees. Article 28.08 (Call-in System) of the collective agreement will be followed in regard to the call-in system;
 - b. In the case of part-time employees, all hours worked in excess of eighty-four (84) hours in a two-week pay period. This includes both permanent and term employees. This includes both permanent and term employees. Article 28.08 (Call-in System) of the collective agreement will be followed in regard to the call-in system;
 - c. In the case of casual employees, all hours worked in excess of eighty-four (84) hours in a two-week pay period.
- 3. Shift overrun hours shall also be compensated at two times (2) the regular rate of pay if it results the employee working greater than full-time hours as set out in paragraph #2.
- 4. Banking the 0.5 x overtime is not an option.

5. This agreement will expire in accordance with the term of the collective agreement. EMC Emergency Medical Care Inc IUOE, Local 727 <u>ARTICLE 29 – LEAVE OF ABSENCE</u> 29.01 Personal leave Employees may request a leave of absence without pay, provided such application is made in writing and the reason for such leave of absence as well as the anticipated length of the leave of absence is set out in such written request. Granting of personal leave shall be at the Employer's sole discretion. 29.02 Sick Leave (b) Proof of Illness (i) An Employee who is ill shall notify the Employer as soon as reasonably possible upon recognizing that he/she will be unable to report for work. (ii) An Employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner qualified health professional for any period of absence exceeding one (1) shift-for which sick leave is claimed by an Employee. The Employer may request a medical certificate in accordance with the Medical Certificates for Employee Absence Act and if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.

period of service with the Employer or the Nova Scotia Health Authority. The Employee must provide satisfactory proof of service to the Employer, and any increased vacation accrual rate shall be effective the first full pay period following proof of service.

Continuous service for the purposes of the vacation article shall include any prior

ARTICLE 30 – VACATIONS

30.01 (d)

30.03	Vacation Requests	Employees who wish to exercise their seniority rights for
		vacation scheduling shall submit their preferred vacation

requests for the following vacation year in writing, to their Supervisor the Employer: by February 1.

- a) By February 1 for requests between April 1 September 30
- b) By August 1 for requests between October 1-March 31

The employer shall make all reasonable efforts to post the vacation schedule for the first half of the vacation year by the end of the first full week in March, and the second half of the vacation year by the end of the first full week in September.

<u>ARTICLE 31 – EMPLOYEE BENEFITS</u>

31.01	Pension	Until June 30, 2014 the Employer shall maintain and
31.01	Pelision	, ,
		contribute to a defined contribution pension plan for the
		benefit of Employees. The Employer's contribution to the
		pension plan shall be 6% of regular earnings and 7% of
		regular earnings above the Year's Maximum Pensionable
		Earning (YMPE). An Employee's earnings are based on
		regular salary and the Employer's contribution shall be
		matched by each Employee.
		Effective July 1, 2014 the Employer shall become became a
		Participating Employer in the Nova Scotia Health Employees'
		Pension Plan (NSHEPP) with respect to the Employees and all
		Employees shall become members of the NSHEPP, subject to
		the eligibility provisions of the NSHEPP.
		the enginity provisions of the Norierr.
		Also effective July 1, 2014 the provisions for contributions
		,
		within the former defined contribution pension plan as well
		as the NSHEPP will be outlined within a Memorandum of
		Agreement between parties.

ARTICLE 31 - EMPLOYEE BENEFITS

31.03 Extended Health Benefit Plan (Medical and Dental)

It is a condition of employment that Employees covered by this Agreement will participate in the Extended Health Benefit Plan for Employees. The Employer shall pay the full cost of this plan.

Note: Effective November 1, 2023 the Employer agrees to the following Extended Health Benefits:

- Mental Health Practitioners separated from other paramedical services and subject to stand alone \$2500 limit per year.
- Hearing Aids increased from \$300 every 60 months to \$700 every 3 calendar years.

• Orthotics increase from current \$100 Lifetime and \$100/12 consecutive months for shoes to \$300/calendar years for orthotics and \$200/calendar years for shoes.

31.08 (new)	Employee Benefits	Where the Benefits in Article 31 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the insurance contract(s).

ARTICLE 33 - EMPLOYER LIABILITY

33.01 Legal Expenses

The Employer shall pay an Employee's legal costs up to a maximum of \$2,500.00 \$4000.00 for any claim, action or other proceeding against the Employee where the claim arises from the Employee's work performance, provided:

- (a) the Employee acted in good faith within the scope of his/her employment;
- (b) this does not apply to traffic violations by the Employee unless the Employee has been found not guilty, or to arbitration cases; and
- (c) this is not applicable where the Employee is entitled to recover legal costs under any insurance policy.

ARTICLE 36 - TERM OF AGREEMENT

36.01 Term

This Agreement shall be in force from the 1st day of November, 2015-2023 (subject to Article 36.02) and shall remain in force until the 31st day of October, 2023 2026, or until a new agreement is reached in accordance with the Trade Union Act, and thereafter from year to year, unless one of the parties hereto notifies the other party in writing, within a period of not more than two (2) months prior to the scheduled termination date of the Collective Agreement, of its intention to revise and amend this Collective Agreement.

36.02 Retroactivity

Only the wage rates set out in Schedule "A" and agreed to terms by both parties are retroactive and only Employees on staff on the date of signing of this Agreement. and Employees who have retired since November 1, 2015 are entitled to retroactive pay.

Wages: See attached.

- **16.5% classification adjustment** for PCP, ICP and ACP classification effective November 1, 2023 Plus:
 - Add new Step 6 (Year 8) at 2% above Step 5 for PCP, ICP, ACP and TO classifications effective November 1, 2023.
 - Add CTO classification. All employees classified as a CTO as of November 1, 2023 will be moved up one (1) step effective that date. This Step increase will not impact the employee's entitlement to the next and subsequent scheduled step increases as per the employees start date (Article 26.05). All existing TOs shall continue on the CTO wage grid on a legacy basis, but they shall be entitled to the one step adjustment if they upgrade to a CTO. The increase shall be effective the date of the upgrade.

Plus:

General Economic Increases

2.0%

November 1, 2023 – 3.0%
October 31, 2024 – 0.5%
November 1, 2024 - 3.0%

November 1, 2025 -

01-Nov-22						
	Step 1	Step 2	Step 3	Step 4	Step 5	
ACP	\$31.06	\$32.02	\$33.47	\$34.99	\$36.04	•
ICP	\$27.24	\$28.04	\$28.27	\$30.09	\$30.99	
PCP	\$26.00	\$26.72	\$27.63	\$28.31	\$29.16	
сто	\$21.32	\$21.91	\$22.66	\$23.21	\$23.91	

01-Nov-23							8 Years
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
АСР	19.50%	\$37.12	\$38.26	\$40.00	\$41.81	\$43.07	\$43.93
ICP	19.50%	\$32.55	\$33.51	\$33.78	\$35.96	\$37.03	\$37.77
PCP	19.50%	\$31.07	\$31.93	\$33.02	\$33.83	\$34.85	\$35.54
сто	3.00%	\$21.96	\$22.57	\$23.34	\$23.91	\$24.63	\$25.12

01-Oct-24							8 Years
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ACP	0.50%	\$37.30	\$38.46	\$40.20	\$42.02	\$43.28	\$44.15

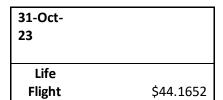
ICP	0.50%	\$32.71	\$33.68	\$33.95	\$36.14	\$37.22	\$37.96
PCP	0.50%	\$31.23	\$32.09	\$33.18	\$34.00	\$35.02	\$35.72
СТО	0.50%	\$22.07	\$22.68	\$23.46	\$24.03	\$24.75	\$25.25

01-Nov-24							8 Years
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ACP	3.00%	\$38.42	\$39.61	\$41.40	\$43.28	\$44.58	\$45.47
ICP	3.00%	\$33.70	\$34.69	\$34.97	\$37.22	\$38.33	\$39.10
PCP	3.00%	\$32.16	\$33.05	\$34.18	\$35.02	\$36.07	\$36.79
СТО	3.00%	\$22.73	\$23.36	\$24.16	\$24.75	\$25.49	\$26.00

01-Nov-25							8 Years
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ACP	2.00%	\$39.19	\$40.40	\$42.23	\$44.15	\$45.47	\$46.38
ICP	2.00%	\$34.37	\$35.38	\$35.67	\$37.97	\$39.10	\$39.88
PCP	2.00%	\$32.81	\$33.71	\$34.86	\$35.72	\$36.79	\$37.53
СТО	2.00%	\$23.19	\$23.83	\$24.64	\$25.24	\$26.00	\$26.52

RN and CCP classifications

LifeFlight Critical Care Nurse and Critical Care Paramedic (CCP) Pay Scale – hourly wage rate equivalent to **NSHA NUR6 Step 8 classification**. Any wage rate increases that become retroactively due to the nurses in the NSHA NUR6 Step 8 classification will likewise be due to the LifeFlight Critical Care Nurses and Critical Care Paramedics.



RN / CCP	
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01-Nov-		
23		
NUR6		Step 8
Life	<u></u>	
Flight	10.97%	\$49.0113

01-Nov-		
24		
NUR6		Step 8
Life		
Flight	2.00%	\$49.9915

01-Nov-		
25		
NUR6		Step 8
Life		
Flight	TBD	TBD

Letter of Understanding

LifeFlight

The parties acknowledge the IWK LifeFlight RNs have applied for a reclassification. In the event the IWK LifeFlight RN's are reclassified, the parties agree to apply the percentage increase equivalent of the IWK reclassification taking place under the Izaak Walton Killam Health Centre Collective Agreement to both EMC LifeFlight Nurses and LifeFlight Critical Care Paramedics. The increase shall be effective the later of the effective date of the IWK reclassification or the date of ratification. Thereafter to the expiry date of this collective agreement, the rates shall be adjusted on the same basis as the general economic increases afforded to unionized RNs at the Nova Scotia Health Authority.

Signed and dated this _day of, 2023.	
EMC EMERGENCY MEDICAL CARE INC.	INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 727
Per:	Per:

This memorandum of agreement made this 26[™] day of September 2023

Between:

Emergency Medical Care Inc.
(the "Employer")
and
The International Union of Operating Engineers
Local 727
(the "Union")

Whereas the Union is the certified bargaining agent for paramedics employed with the Employer in Nova Scotia;

And Whereas the parties are experiencing a recruitment and retention problem with paramedics;

Now Therefore the parties hereby agree as follows:

- 1. The Employer shall pay a retention allowance of up to \$5000 for each paramedic employed in a permanent or term bargaining unit position for the following eligibility periods:
 - April 9, 2023 through to April 6, 2024;
 - April 7, 2024 through to April 5, 2025;
 - April 6, 2025 through to April 4, 2026.
- 2. To be eligible for the \$5000 the employee must be employed in a permanent or term bargaining unit position from the first day through to the last day of the eligibility period and maintain a seniority eligible position during that time.
- 3. Payments shall be prorated for those employees working less than full time hours. The proration shall be based on actual hours worked. The maximum payment shall be \$5000 per year based on 1872 hours of work. Permanent employees working less than 1872 hours shall be paid a prorated amount calculated as follows: Hours worked in the eligibility period / 1872 x \$5000. The calculation of hours shall be based on twenty (26) full pay periods identified above.
- 4. Payments will be paid in May of 2024, 2025 and 2026.
- 5. The payments shall be considered a bonus and shall not be subject to pension contributions or long-term disability coverage or premiums.

EMC Emergency Medical Care Inc	IUOE, Local 727

MEMORANDUM OF AGREEMENT

BETWEEN

Emergency Medical Care Inc. (the "Employer")

AND

International Union of Operating Engineers, Local Union 727 (the "Union").

Whereas: the Employer and the Union are parties to the <u>2023-2026</u> collective agreement between the EMC Emergency Medical Care Incorporated and the International Union of Operating Engineers, Local 727 (the "Collective Agreement"); and

Whereas, the parties agree to amend the Collective Agreement effective **November 1, 2023** by mutual consent as follows:

ARTICLE 31 - Employee Benefits

Article 31.04 Short Term Disability and Long Term Disability

- a) It is a condition of employment that the Employees covered by this Agreement will participate in the Long Term Disability Program for Employees. Employees shall pay the full cost of this program.
- b) It is a condition of employment that the Employees covered by this Agreement will participate in the Short Term Disability (Weekly Indemnity) Program for Employees. Employees shall pay the full cost of this program. The Employer shall pay the full cost of this program.

ARTICLE 20 – Job Posting

Article 20.11 Job Share Arrangements

- (a) An Employee may apply in writing to be considered for a job sharing arrangement to the Human Resources Department. Requests will be considered in consultation with the Regional Manager, and based on operational requirements. One Employee will be the "host" and one Employee will be the "guest" – both Employees will share the "host" position and the "guest" position will be back filled with a term Employee.
- (b) An approved job share "host" position will be posted on the company website for fourteen (14) calendar days. An employee desiring the "guest" position must make application in writing to management within fourteen (14) days of the first day of posting via the on-line application system.
- (c) The following conditions will apply to all job sharing arrangements:
 - (i) 12-month minimum commitment, can apply for an extension up to an additional 12 months, approved at the employer's discretion.
 - (ii) If one Employee decides to leave the arrangement or is no longer an Employee, the other Employee in the job share will return to their original position.

- (iii) Employees in a job sharing arrangement must be permanent full time and are of equal classification.
- (iv) All benefits are pro-rated (example: vacation, holiday pay).
- (v) Both Employees in the job share arrangement will cost share 50% of health & dental benefits (as well as be responsible for 100% of premiums for group life, and AD & D benefits, which includes STD/ and LTD premiums). All mandatory training will be paid at the regular rate for both Employees in a job share arrangement.
- (vi) All mandatory training will be paid at the regular rate for both Employees in a job share arrangement.

All other terms under Article 31 – Employee Benefits re	main status quo.	
Signed and dated thisday of, 2023.		
EMC EMERGENCY MEDICAL CARE INC.	INTERNATIONAL UNION (ENGINEERS, LOCAL 727	OF OPERATING
Per:	Per:	
This agreement is made this 9 th day of November 2023,		

Between:

EMC Emergency Medical Care Inc. (the "Employer")

and

The International Union of Operating Engineers Local727 (the "Union")

Whereas the Employer and Union are parties to a collective agreement;

And Whereas the Parties recognize that the Employer is facing staffing challenges;

And Whereas these challenges have negatively impacted the level of ambulance services;

Now Therefore, effective November 1, 2023 the Employer agrees to allocate the surplus funding set out in Article 21.05 (f) iv intended for a PCP to attend ACP School to allow up to five (5) employees classified as a TO or CTO to attend PCP School at \$12,000.00 per student. These funds are in addition to the \$11,500.00 available through the provincial government paramedic tuition

bursary program.

Successful applicants in receipt of the additional funding would be required to commit to a permanent PCP position with EMC for an additional two (2) years full time equivalent beyond the three (3) year commitment required to access the provincial funding.

Effective September 1, 2024 the Union and EMC will determine the amount of surplus funding set out in Article 21.05 (f) iv and determine the number of employees eligible for the \$12,000.00 funding to attend PCP School.

Effective September 1, 2025 the Union and EMC will determine the amount of surplus funding set out in Article 21.05 (f) iv and determine the number of employees eligible for the \$12,000.00 funding to attend PCP School.

Employees accessing this funding and attending PCP school will be entitled to the same provisions of the collective agreement relating to the ACP Leave of Absence.

Furthermore, the parties agree to explore all municipal, provincial and federal programs that may assist in wage replacement for employees seeking to complete the PCP school.

EMC Emergency Medical Care Inc	IUOE, Local 727
Signed at Halifax, in the province of Nova Scotia,	this 9 th day of November 2023.
O.g., p. O.,	
Emergency Medical Care Inc.	
ORIGINAL SIGNED	
International Union of Operating Engineers, Loca	l 727
ORIGINAL SIGNED	

THE UNION IS RECOMMENDING THE ABOVE MEMORANDUM OF AGREEMENT